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Title: **Hotel Association of Washington, D.C. and UNITE HERE, Local 25 (2005)**

K#: **7510**

Employer Name: **Hotel Association of Washington, D.C.**

Location: **DC Washington**

Union: **UNITE HERE**

Local: **25**

SIC: **7011**

NAICS: **72111**

Sector: **P**

Number of Workers: **4500**

Effective Date: **01/15/05**

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7510

4,500 workers

Hotel Assoc. of
Washington, D.C.
Unite Here local 25
11/15/2005 - 9/15/2007

88 pages

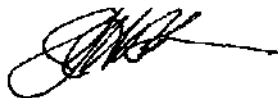
Dear Local 25 Members:

The document you hold in your hand is the evidence of your victory in the hotel negotiations of 2004. It is also the standard of excellence for the New Local 25. Never before have so many of you been committed to change. Your commitment, your spirit and your determination are all here.

Many of you joined in actions in your shop. Hundreds participated in picket lines. Thousands of you were there during the historic negotiation sessions. You have a right to be proud of yourself and your Union - Local 25.

Our work is not yet done though. Together we will continue to build a strong and aggressive Leadership Committee. Together we will build the strength of Local 25 by bringing the power of the Union to workers who want and need what you have achieved.

As your elected leader, I salute you. I pledge to you that I will work hard to fulfill the goals and high standards you have set for our New Local 25. I am honored to have been part of this great victory.



John A. Boardman
Executive Secretary-Treasurer
UNITE HERE Local 25



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AGREEMENT

This Agreement, made and entered into as of the 15th day of January, 2005, by and between _____ owners and operators of _____ hereinafter referred to as the ("Employer") and the UNITE HERE Local 25 of Washington, D. C; of the UNITE HERE International Union, acting as bargaining representative for the employees in the unit herein defined, and hereinafter referred to as the ("Union").

WITNESSETH:

That for the purpose of mutual understanding, and in order that a harmonious relationship may exist between the Employer and the employees in the unit herein defined, and to the end that continuous and efficient service may be rendered by both parties, and for the mutual benefit of both, it is hereby agreed that:

ARTICLE I

Union Representation and Membership

1.1 Scope of Unit: The Employer recognizes the Union as the *exclusive representative for the purpose of collective bargaining* with respect to rates of pay, hours, and other conditions of employment for all of its employees, with the exception of managerial and supervisory employees, office employees, musicians, engineers, firemen, carpenters, painters, barbers, and upholsterers.

1.2 Gender: Whenever in this Agreement the masculine gender is used it shall be deemed to include the feminine gender.

1.3 Union Security: All present employees within the bargaining unit who have completed thirty (30) days employment with the Employer; and all new employees within the bargaining unit upon completion of thirty (30) days following the beginning of their

employment with the Employer, shall become and remain members of the Union in good standing and shall remain members in good standing as a continuing condition of employment. An employee shall be considered to be in good standing within the provisions of this section if he or she tenders the periodic dues and the initiation fees uniformly required as a condition of acquiring and retaining membership in the Union. The Employer will notify each new employee in writing of the existence of this contract and the requirement that all new employees within the bargaining unit must, upon completion of thirty (30) days following the beginning of their employment with the Employer, become members of the Union in good standing. The Employer further agrees to discharge any employee who fails to comply with this Union's security provision within seven (7) days of receipt of a written request to that effect from the Union.

1.4 Union Notification (New Hires):

(a) The Employer shall notify the Union by electronic format compatible with the Union's information systems, within seven (7) days, in writing, of the name, address telephone number, social security number, and classification of new or additional employees hired into the bargaining unit.

(b) Electronic Transfer of Information: The Employer agrees that with respect to new hire information in Section 1.4, Union dues and Credit Union deductions in Section 1.6, time and payroll information in Section 2.4(c), information relating to extra room(s) sold in Section 10.3, cot placement pay records in Section 10.4, sick leave balances in Section 14.3, and gratuity records in Section B.25, the Employer, upon request by the Union, will transmit such information to the Union within a reasonable time (unless this Agreement sets a specific time), and in an electronic format which is compatible with the Union's information systems' (e.g., Microsoft Excel) except where such information is not reasonably available in an electronic format or where such transmittal is technologically infeasible or unreasonably costly. In such circumstances where such

information is not reasonably available in an electronic format or where such transmittal is technologically infeasible or unreasonably costly, the Employer and the Union shall agree to an alternative form of providing such information.

1.5 "Tools of the Trade" Clause:

(a) It is recognized that managerial and supervisory employees are not covered by this Agreement, provided, however, that no such persons shall normally be permitted to use the tools of the trade or perform any of the work or duties performed by employees who are covered. In the event managerial or supervisory persons or other persons not covered by this Agreement digress from the above, such persons shall be deemed to come under the terms of this Agreement and shall be required to become Union members as specified in Article I hereof.

(b) One bona fide supervisory and managerial employee who is the primary authority in a recognized department is excluded from the prohibitions of the above paragraph so long as he does not have a specific station within the kitchen, and does not fill a job classification outside the kitchen, and provided further that, in the event that an affected classification is on layoff, the excluded employee performs no more than the usual and customary tasks otherwise permitted under this subsection.

1.6 Deductions:

(a) **Union Dues Checkoff:** The Employer shall deduct from the wages and transmit to the duly designated officer of the Union initiation fees and Union dues of such members of the Union within the unit represented by the Union as individually and voluntarily certify in writing that they authorize such deductions, and which authorization shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner.

(b) The Employer shall deduct dues from the first paycheck for each month and shall transmit the deducted dues to the Union no

later than the 20th day of that month. In the event an employee's first paycheck, because of priority deductions (i.e. FICA, withholding, etc.), is not sufficiently large to permit deducting dues, the Employer shall deduct dues from the second paycheck and shall transmit the deducted dues to the Union no later than the 27th day of that month.

(c) **Credit Union:** The Employer shall deduct from the wages and transmit to the Local 25, AFL-CIO Credit Union such amounts as the employees shall authorize in writing.

(d) The Employer shall transmit to the credit union by the 15th day of each month all moneys deducted during the previous calendar month.

(e) **Electronic Transfer of Funds:** The transmission of all Union dues and initiation fees deducted pursuant to this Article shall be accomplished through electronic transfer of the funds to the account of the Union. The Employer shall simultaneously provide to the Union, electronically and in a format compatible with the Union's information systems, with a list of all members from whom deductions were taken, and the amount deducted and transmitted to the Union on behalf of each member.

1.7 Initiation Fee Procedure For Newly Hired Employees:

To the extent not contrary to law, the Employer shall provide new employees with dues checkoff authorization cards for execution by such employees on a voluntary basis at the time such employees execute the appropriate tax withholding form. The Employer shall check off the moneys so authorized in the first paycheck issued following the Employer's receipt of such authorization from the employee or the Union. Such dues checkoff authorization cards shall be supplied by the Union and may provide for the continuation of such dues checkoff in the event the employee transfers to another hotel belonging to the Hotel Association of Washington, D.C., upon said hotel being notified by the Union of such transfer. The Employer shall provide a list of all employees on its payroll who have not

executed such authorizations along with their dates of hire, social security numbers and addresses, and shall keep such list current on a weekly basis. This may not be construed as evidence that the Association is an employer or joint employer of any of the employees covered by the Agreement. The parties acknowledge that the Association is not an employer or joint employer of any such employee.

1.8 Equal Employment Policies: It shall be the policy of the parties to provide equal employment opportunities, including promotions, to all qualified workers, irrespective of race, color, creed, sex, national origin, age, disability, union activity, or sexual preference.

1.9 Individual Agreements: The Employer shall not enter into an Agreement with any employee covered by this Agreement the terms of which conflict with any of the terms of this Agreement.

1.10 Leadership Committee:

(a) The Union shall designate in each establishment a Leadership Committee composed of employees of the establishment. The duties of Leadership Committee members include, but are not limited to, investigation of potential contract violations or grievances, collection of information relevant to potential contract violations or grievances, interviewing witnesses, representation of grievants, and grievance processing and resolution. In the interest of carrying out this Agreement for the mutual benefit of both parties, there shall be no discrimination or intimidation against the members of the Leadership Committee for the performance of their duties in this capacity.

(b) The Union may, in its discretion, appoint up to one (1) Leadership Committee member for each twelve (12) bargaining unit members in each establishment, provided that there shall be a minimum of three (3) Leadership Committee members in each Hotel. The Union shall notify the Hotel of the names and

departments of the Leadership Committee members at each establishment.

(c) Any meeting called or scheduled by the Hotel and which a Leadership Committee member is requested or required to attend (including but not limited to meetings or interviews involving the discipline or grievance of a member of the bargaining unit) shall take place on paid time.

(d) Leadership Committee members may perform their duties on behalf of the Union on the premises of the Hotel during non-working or off-duty time, provided that they do not interfere with the work of bargaining unit members who are on duty. Leadership Committee members who enter the establishment outside of their regularly-scheduled work hours shall, upon entering, notify the Hotel at a place designated by the Hotel and shall follow the Hotel's entry process.

(e) Leadership Committee members shall be entitled to use one (1) day of sick leave each year for the purpose of attending Union training or seminars.

1.11 Union Visitation:

(a) The Employer agrees to admit to the establishment at all reasonable times, but not in public or private dining rooms while meals are being served, any authorized representative or representatives of the Union for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto and to assist in adjusting grievances.

(b) All Union representatives shall wear a name badge or tag while in the employer's establishment. Upon entering the establishment, the representative shall leave a business card with an assistant manager, front desk manager or supervisor, or in the executive office, personnel office or security office, whichever is closest to the place of entry.

(c) No Employer representative or agent shall follow or otherwise place under surveillance any Union representative while the representative is in the establishment.

1.12 Leases and Sales:

(a) **Sales and Transfers:** In the event the Employer sells or by other contractual arrangement transfers all or part of his business to another party, the Employer shall require, as a condition of such transaction, that the other party be bound by the terms and provisions of this Agreement, or offer satisfactory proof (in writing to the Employer and to the Union) that he has made an arrangement with the Union satisfactory to the Union.

(b) **Leases and Other Transactions:** In the event the Employer leases or by other contractual arrangement enters into a concession arrangement regarding all or part of his business to another party, the Employer shall require, as a condition of such arrangement, that the other party retain all existing employees and provide terms and conditions of employment no less favorable than those in effect prior to the transaction.

1.13 In the first week of April and November of each year, the Employer shall distribute forms, in a format jointly agreed on, to each employee covered by this Agreement requesting each such employee to supply his current address and telephone number and shall require each employee to return the completed form as a condition of the employee's receiving his next paycheck. The Employer shall promptly furnish the Union with the completed forms.

ARTICLE II

Wages

2.1 Minimum Wage Rates: The minimum wage rates for steady employees are set forth in Schedule "A", attached hereto and made a part hereof. Said minimum wage rates shall not prohibit the Employer from paying higher rates to particular employees who are superior workers.

2.2 Weekly Basis: The wage rates for all steady employees shall be stated on a weekly basis. For the convenience of all parties, hourly wage rates will also be stated.

2.3 Wage Increases: Employees shall receive the following wage increases:

(a) **All Non-Tipped Employees including Cooks, Bartenders, Steady Banquet Captains and Hostesses, Non-Banquet Captains and Hostesses, Housekeepers, Housekeeper Aides, Telephone Operators, Front Desk Clerks and Cashiers (but only where represented), Wine Room Clerks, Miniatures Clerks:** Effective September 16, 2004—Fifty Cents (\$.50) per hour; effective September 16, 2005—an additional Twenty Cents (\$.20) per hour; effective March 16, 2006—an additional Twenty Cents (\$.20) per hour; effective September 16, 2006—an additional Twenty Cents (\$.20) per hour; effective March 16, 2007—an additional Twenty Cents (\$.20) per hour.

(b) **Bus Employees:** Effective September 16, 2004—Thirty-Seven and a Half Cents (\$.375) per hour; effective September 16, 2005—an additional Fifteen Cents (\$.15) per hour; effective March 16, 2006—an additional Fifteen Cents (\$.15) per hour; effective September 16, 2006—an additional Fifteen Cents (\$.15) per hour; effective March 16, 2007—an additional Fifteen Cents (\$.15) per hour.

(c) **All Tipped Employees, excluding all Banquet Personnel (the only employees classified as tipped shall be waiters, waitresses, bellmen and doormen):** Effective September 16, 2004—Twenty-Five Cents (\$.25) per hour; effective September 16, 2005—an additional Ten Cents (\$.10) per hour; effective March 16, 2006—an additional Ten Cents (\$.10) per hour; effective September 16, 2006—an additional Ten Cents (\$.10) per hour; effective March 16, 2007—an additional Ten Cents (\$.10) per hour.

(d) **Potwashers and Pantry Personnel:** The minimum wage for Potwashers and Pantry men and women shall be not less than Three Dollars (\$3.00) per week more than for dishwashers.

(e) **Room Service Differential:** The minimum wage for Room Service Waiters/Waitresses and Room Service Bus Employees

shall be not less than Six Dollars (\$6.00) per week more than for regular a la carte waiters/waitresses and bus employees respectively.

(f) **Working Bell Captain Differential:** The minimum wage for working Bell Captains shall not be less than Five Dollars (\$5.00) per week more than for bellmen. When a bellman substitutes for a working Bell Captain, he shall be paid not less than One Dollar (\$1.00) extra for each such day.

(g) **Head Bartender Differential:** The minimum wage for Head Bartender shall be not less than Ten Dollars (\$10.00) per week more than for bartenders.

(h) **Service Bartender Differential:** The minimum wage for Service Bartenders shall be not less than Twenty Dollars (\$20.00) per week more than for Public Bartenders. It is understood that a credit against the differential provided herein may be taken for any differential presently being paid to Service Bartenders. It is further understood that any Hotel which had a differential in excess of the above rate shall maintain such higher differential.

(i) **Carving by Steady Cooks:** Steady Cooks shall be paid Ten Dollars (\$10.00) extra for cooking or carving or dishing out in banquet function rooms within their shifts. This subparagraph shall not be applicable for a la carte service, nor in public rooms unless closed for a private function.

(j) The wages of those employees doing laundry and washing dishes shall be increased to rates no less than the housekeeper's rate.

2.4 Payday Procedures:

(a) All employees shall be paid weekly. The Employer shall offer to all employees direct deposit transfer of all pay. If requested by the employee, however, all payments shall be in cash or the Employer shall provide facilities for cashing any checks on the premises or shall make arrangements for cashing checks at a reasonably convenient bank during the employee's working hours on

pay day. The provision allowing employees to cash checks during working hours shall not apply to employees who receive direct deposit. All paychecks shall be presented to the employees in sealed envelopes or stapled so as to assure privacy.

(b) Pay discrepancies promptly brought to the Employer's attention shall be rectified within twenty-four (24) hours (except holidays and weekends), except where the Employer has a good faith doubt regarding the validity of the claimed discrepancy.

(c) Employee paycheck stubs shall reflect the amounts paid to the employee for (i) straight-time, overtime, premium pay hours; (ii) vacation, holiday, or sick pay; (iii) straight-time, overtime, and premium pay hours worked; and (iv) special payments except where the inclusion of such information on the pay stub is technologically infeasible or unreasonably costly. In such circumstances, the Employer and the Union shall agree to an alternative form of periodic reporting of such information. In addition, the Employer shall provide the employee on at least a quarterly basis a report of the employee's vacation and sick leave balances and pension and health and welfare contributions made on behalf of the employee during the quarter.

2.5 Layoff and Termination Pay: Steady employees who are laid off or who terminate their services with the Employer shall be paid by 12 o'clock noon of the day following such layoffs or the termination of such services, except Sundays or holidays.

2.6 Extra Employee Pay: Extra employees shall be paid immediately upon termination of their work except in cases of clear hardship to the Employer.

2.7 Banquet Rates: The attached Schedule "B" is made a part hereof.

2.8 Night Shift Differentials: If a full-time employee's shift commences from 11:00 p.m. to 1:00 a.m. or includes four (4) or more hours during the period from 12:00 midnight to 6:00 a.m., the

employees shall receive a night differential of Thirty-five Cents (\$.35) per hour (Fourteen Dollars (\$14.00) per week). Effective September 16, 2005, the night differential shall increase to Fifty-five Cents (\$.55) per hour (Twenty-Two Dollars (\$22.00) per week). This provision shall not apply where a separate job classification is established with a premium rate for night work. The night differential shall not be included in the rate of pay for the purpose of computing overtime pay.

2.9 Transportation Allowance: The Employer shall provide a Three Dollars (\$3.00) per day transportation allowance for all steady employees whose shift ends after 12:00 midnight to 4:00 a.m., unless such employee drives to work and parking space is made available to him. Effective September 16, 2005, the transportation allowance shall increase to Six Dollars (\$6.00) per day.

2.10 Tip Credits: In the event that during the term of this Agreement the applicable minimum wage laws are revised so as to increase the minimum wage and the maximum tip deduction permitted for tipped employees, the Employer shall be entitled to credit the amount of increase in minimum wage; provided, however, said increased tip deduction shall not operate so as to reduce the actual wages of the employee or the minimum wage rates set forth in schedule "A". Bus employees shall be deemed to be non-tipped employees for the purpose of this Agreement.

2.11 Minimum Wage Law Changes: In the event that the wage of any employee covered by this Agreement shall be increased by operation of law, such increase shall be credited against a subsequent contract increase that may be provided for herein, and the employee shall receive an increase in the amount of the difference, if any.

2.12 Hiring Rate: Employees may be paid at seventy-five percent (75%) of the wage rate for their classification for six (6) months from their date of hire. Employees , may be paid at Eighty-

four and Two-tenths Percent (84.2%) of the wage rate for their classification for the second six (6) months of their employment. After one year of employment, employees will receive One Hundred Percent (100%) of the wage rate for their classification.

2.13 "No Reduction Clause": No employee shall as a result of this Agreement suffer a reduction in wages or fringe benefits or adverse change in working conditions now enjoyed by him or her. This section shall not apply to the result of any rearrangement or reorganization of personnel, mistake of short term or scheduling change. This section is limited to the understanding that an employee now enjoying a benefit greater than one that is explicitly covered by a provision in this contract will continue to receive the benefit so enjoyed and will not be reduced to such lesser benefit provided herein.

2.14 Payroll Recordation and Reporting: The Employer shall maintain time recordation and payroll records for a period of at least three (3) years, and shall, upon request of the Union, transmit this information to the Union within a reasonable time as provided in Section 1.4(b) of this Agreement.

ARTICLE III

Hours and Overtime

3.1 Regular Workweek: Forty (40) hours shall constitute a week's work, divided into five (5) consecutive days of eight (8) hours per day.

3.2 Days Off: Each employee shall have two (2) consecutive fixed days off each week except in departments which close one day a week, in which case, the second day off shall be spread among employees throughout the week. No employee shall be required to work on said day off unless said employee is given thirty-six (36) hours notice, except in case of emergency. If the Employer splits an employee's days off in violation of this provision, the employee shall

receive time and one-half the regular rate of pay for work performed on the day immediately following the employee's first day off in the week; provided, however, that the Employer may split an employee's days off without violating this provision and without paying the employee premium pay under this section where splitting days is necessary to accommodate the employee's request for a schedule change. It is understood that this provision will become effective upon execution of this Agreement and that any and all claims for premium pay based on alleged violations of this section or otherwise due to the Employer allegedly failing to provide consecutive days off arising prior to the date of this Agreement shall be deemed waived.

3.3 Overtime Pay Standards: All work performed in excess of eight (8) hours in any one day, or forty (40) hours in any one week, or on an employee's day off shall be compensated for at the rate of time and one-half; provided, however, the work performed on the seventh (7th) consecutive work day shall be compensated at double time, except steady banquet waiters, waitresses and bartenders who shall receive double the function rate only; provided, further, that if the Union is requested to furnish an adequate substitute for a steady employee and is unable to do so upon being given reasonable notice, the steady employee shall be compensated at time and one-half instead of double time.

3.4 Work Day Schedules (Spread of Hours):

(a) **Full-time Employees:** The work day for all full-time employees, except non-tipped service employees, dining room and coffee shop employees, shall be eight (8) hours within nine (9) hours.

(b) **Non-Tipped Service Employees:** For non-tipped service employees the work day shall be eight (8) hours within eight and one-half (8-1/2) hours.

(c) **Full-time Food Service Employees:** For steady full-time dining room and coffee shop employees the work day shall be eight (8) hours within ten (10) hours, subject to split shift payments in addition to the rates provided in schedule "A", attached hereto.

(d) Except for food and beverage employees with fewer than 8-hour shift wage rates set forth in Schedule A, the Hotel will not post openings with fewer than 8-hour shifts, and employees shall normally be scheduled for 8-hour shifts; provided that employees working shifts fewer than 8 hours on the effective date of this Agreement may continue to work such shifts, and provided further that, at an employee's request, he or she may work shifts fewer than 8 hours. The Employer agrees to provide the Union notice of employees who request and receive permission to work fewer than 8-hour shifts. Any and all claims arising prior to the effective date of this Agreement relating to premium payments for food service employees (waiters, waitresses, and bus) working fewer than eight hours in a shift and for non-tipped employees who may have been scheduled for fewer than 8 hours, shall be deemed waived by this Agreement.

3.5 Meal Periods:

(a) At least one-half (1/2) hour shall be allowed for each meal which time shall not be counted as part of the hours worked. Employees shall not be required to remain on premises during meal breaks.

(b) Meal and break periods shall be personal, non-working time. The Employer shall use its best efforts not to interfere with or disturb an employee's meal or break period (through direct personal contact, telephone, electronic or radio page, or other method). No employee shall be required to work during such meal or break period except in case of emergency. In the event of a disagreement regarding whether an emergency exists, the employee shall perform the work (on paid time) and shall have the right to grieve. In any grievance arbitration, the Employer shall have the burden of proving an emergency existed. Nothing in this paragraph is intended to restrict or otherwise interfere with normal social interactions between employees and managers and supervisors during meal or break periods.

(c) At the Employer's request or with the Employer's approval, an employee may voluntarily choose to reduce or skip his/her meal period and begin or end his/her shift an equal amount of time later or earlier.

3.6 Work Schedule Posting:

(a) A list designating the work schedule and days off for each employee or group of employees shall be posted in a conspicuous place by 3:00 p.m. two days before the start of the week (i.e., by 3:00 p.m. on Thursday where the work week begins on Saturday, by 3:00 p.m. on Friday where the work week begins on Sunday, etc.). The work schedules for steady banquet waiters, waitresses, captains and hostesses shall be posted by 2:00 p.m. the previous day. The Employer shall make its best efforts based on available information to schedule employees in a manner that recognizes employees' needs for schedule stability. In the event of consistent and demonstrated abuse of the scheduling process either by cancellation of shifts or failure to schedule in advance of a work week then the Union may grieve.

(b) **Seniority in Selecting Days Off:** Seniority within job classifications shall be observed in designating the days off.

3.7 "Back-to-Back" Scheduling: Catering (food) department employees working supper shall not work breakfast the next day, unless changing watches or in case of emergency. However, with regard to all employees in all departments, the Employer will ask for volunteers for any necessary back-to-back shift scheduling. In the event an insufficient number of employees volunteer, the Employer shall require such scheduling in reverse classification seniority order.

3.8 Authorization For Overtime Pay: No employee shall receive overtime pay unless such overtime has been authorized in advance by any manager or supervisor. However, overtime must be paid when authorized or done with the knowledge, actual or constructive, of any manager or supervisor.

3.9 Overtime in Emergency Situations:

(a) No employee shall be required to work compulsory overtime except in the case of emergency. In the event of a disagreement regarding an emergency, the employee shall perform the overtime and shall have the right to grieve. Thereafter the Employer shall have the burden of proving that an emergency existed.

(b) The Employer shall notify employees as soon as it sees the need for overtime. An employee may, with good cause, refuse emergency overtime when requested with less than four (4) hours' notice.

3.10 Rotation of Overtime: When the Employer knows at least one (1) day in advance of the need for overtime, the opportunity to work such overtime shall be offered by rotation within job classification.

ARTICLE IV

Guarantee of Time, Reporting for Work, Lay-Offs, Etc.

4.1 Reporting Pay:

(a) Notice that the services of a steady employee will not be required on any given date shall be given to said employee not later than the termination of such employee's shift on the preceding day. If such notice is not so given and such employee shall report for work, such employee shall be entitled to, and shall receive, a sum of money equal to the sum payable for a full straight shift for the class of work performed on the preceding day by such employee.

(b) An employee who reports for work at the request of the Employer, fit, willing and able to work and not put to work for the full shift shall receive full pay covering the shift for which he reported. In the case of Extra banquet waiters, waitresses and bartenders such pay shall be the function rate for the function for which he or she reported. If an Extra banquet waiter reports for more than one function and receives pay for at least one function, this provision shall not apply to such other functions for which he might have been scheduled. Provided, however, if the Employer informs the employee scheduled for work not to report prior to reporting for work, no payments will be due under this provision.

4.2 Working in Higher-Paid Classifications: If any employee is required to perform the work of a higher stationed employee (including the work of an employee who is on paid or unpaid leave, i.e., sick leave, vacation, maternity/paternity leave or personal leave), said employee shall receive the same wage as the employee for whom he or she is substituting, excluding the chef, the Maitre d'hôtel and relief employees, such as round cooks, scrub captains, scrub hostesses, etc., and for service employees, in time of temporary relief work.

4.3 Early Dismissal: An employee who, at the request of the Employer, shall serve less than his customary number of meals in any one day, shall be compensated for the said day on the basis of the wage scale applicable to employees serving the lesser number of meals.

4.4 Temporary Workweek Reduction: Employees, except banquet waiters and waitresses and banquet bartenders, who at the request of the Employer work less than five (5) full days, shall be paid at the rate of extra employees, but not less than time and one-third the regular hourly rate of pay with a maximum of five (5) days' pay. Provided, however, ten percent (10%) of the bargaining unit employees who are working at any given point in time shall be exempt from this section. Although the number of employees who are exempt at any given hotel shall be ten percent (10%) of the total number of working employees, the maximum number of employees exempt in any of the departments shall be twenty percent (20%). Classification seniority shall be used to determine which employees are exempt.¹

¹For purposes of this provision the unionized workforce at each hotel shall be divided into four (4) departments for hotels with 250 or less employees: (1) Food and Beverage - Kitchen; (2) Food and Beverage - Service; (3) Housekeeping (e.g., housekeepers, houseman); (4) All other non-food and beverage. Hotels with more than 250 employees: (1) Food and Beverage - Kitchen; (2) Food and Beverage - Service; (3) Stewarding; (4) Housekeeping (e.g., housekeepers, housemen); (5) Laundry; (6) All other non-food and beverage.

4.5 Management Rights Clause: The Employer has the sole right to direct and control the employees, including the right to layoff, promote and transfer, provided that no such action shall be taken because of the employee's Union activities or affiliation. There shall be a probationary period of thirty (30) days which probationary period may be extended to sixty (60) days in situations where the Employer feels there is a special need to evaluate the employee further and the special need is communicated to the Union in writing prior to the completion of the employee's first thirty (30) days of employment. A discharge, after the probationary period, or the barring of an extra employee, may be treated as a grievance and shall be subject to review by arbitration as provided in Article 17 of the Agreement, to determine whether or not the Employer had just cause therefore.

4.6 Notice of Layoffs: The Employer shall provide as much notice to employees as possible regarding layoffs.

ARTICLE V

Holidays

5.1 Number of Holidays: The following days, or the days celebrated by federal government for these holidays, are paid holidays for purposes of this provision:

New Year's Day	Memorial Day
Martin Luther King's Day	Labor Day
George Washington's Birthday	Thanksgiving Day
The Fourth of July	Christmas Day
Employee's Anniversary	Employee's Birthday
Date of Employment	

5.2 Holiday Pay for Holiday Not Worked: An eligible employee who does not work on a holiday listed in Section 1 above shall be paid his or her regular straight-time pay. Holiday pay for steady banquet waiters, waitresses and bartenders shall be the

same as for a steady a la carte waiter, waitress or steady bartender. Tipped employees shall receive double their daily rate of pay.

5.3 Eligibility: To be eligible for holiday pay an employee must have completed thirty (30) days of employment and have reported for work on the last scheduled day prior to and the first scheduled workday after such holiday, except for illness or excused absence.

5.4 Employees on Layoff:

(a) Employees on layoff for a period of more than four (4) months shall not be entitled to pay for holidays which may have arisen during the layoff period. Employees on layoff for four months or less who receive holiday pay from another Employer during such layoff shall not receive holiday pay for any such holidays from the Employer upon return from layoff.

(b) Employees with less than six (6) months of continuous service with the Employer shall not be eligible for holidays while on layoff, except that on their sixth (6th) month anniversary date they shall be eligible for all holidays that occur during the layoff so long as they have not lost their right to holidays under Section 5.4(a) or Section 12.7(d).

5.5 Work on Holidays: A steady employee who works on a holiday shall be paid his regular straight time pay in addition to holiday pay. Employees shall be notified one (1) week in advance as to whether it will be necessary for them to work on the holiday. Steady banquet waiters and waitresses who work on a holiday shall receive double the a la carte rate plus their applicable function rates. Steady banquet bartenders shall be paid at the rate of a steady bartender's daily rate plus the applicable function rate. Other tipped employees shall receive their regular straight time pay plus holiday pay computed at double their daily rate of pay.

5.6 Day Off During Holiday Week: If a steady employee is directed not to work during any portion of a week in which a holiday occurs, other than the celebrated holiday or the

employee's regular fixed days off, then the employee will be paid time and one-third for all days worked in said week, plus the applicable holiday pay.

5.7 Presidential Inauguration Day Proviso: All steady and extra employees who work on Inauguration Day shall receive double their regular pay for such work, provided, however, that there shall be no pyramiding of this premium on any other premium pay due such employee except for employees whose individual birthdays fall on Inauguration Day who shall, in addition, receive holiday pay for such individual birthdays.

ARTICLE VI

Vacation and Leave

6.1 Vacation Entitlement:

(a) Steady employees shall be entitled to vacation at the following rate:

Years of employment	Vacation
First year of employment	One (1) week
Second through seventh years	Two (2) weeks
Eighth through eleventh years	Three (3) weeks
Twelfth and subsequent years	Four (4) weeks

6.2 Computation of Vacation Pay:

(a) Vacation pay shall be computed as follows:

Years of employment	Computation
1st year	1/12 of workweek for each month or major portion thereof, of employment with the Employer commencing with the original date of employment, but none for less than six (6) months.

Two (2) through Seven (7)	1/12 of two (2) workweeks for each month or major portion thereof of employment with the Employer.
Eight (8) through Eleven (11)	1/12 of three (3) workweeks or each month or major portion thereof of employment with the Employer.
Twelve (12) and Subsequent Years	1/12 of four (4) workweeks for each month or major portion thereof of employment with the Employer.

(b) **Workweek Defined:** Workweek is defined as constituting the base workweek at straight time for the particular employee.

(c) **Vacation Pay on Termination:** Upon termination of employment, an employee shall receive vacation pay in lieu of such vacation as has accrued but has not been taken.

(d) **Vacation Pay Calculations:** The pay for the vacation period shall be payable in advance and shall be the amount payable by the Employer in cash or check to the employee had the employee worked during the vacation period. Taxes shall be computed and deducted from employees on an individual weekly basis for vacation weeks. Vacation pay for tipped employees shall be computed at double the weekly rate of pay.

(e) The Employer will make clear to employees that vacation pay represents wages paid for the employees' vacation period and that if employees file for unemployment compensation, they must report vacation pay as wages earned during their vacation period.

(f) **Vacation Accumulation:** Employees may carry over accrued unused vacation for up to two years. When vacation is used during the year of accrual, it shall be paid at the employee's wage rate at the time of use. When carried over vacation is used, it shall be paid at the same rate as if the vacation were taken on the last day of the previous year. Employees shall be permitted to use carried over vacation at any time, provided that such vacation will

not adversely affect the operation of the department in which the employees work, and provided that the employees schedule such vacation in accordance with Section 6.3. If an employee is unable to use his carried over vacation within the two-year period prescribed under this subsection, the Employer may schedule the employee for vacation time or may pay the employee for all such unused vacation at the applicable vacation rate.

(g) Vacation Accumulation During Layoff: If an employee is laid off for a period of less than sixty (60) days during either the December and January period or the July and August period, the employee shall accrue vacation during the period(s) of layoff. However, if such a layoff of less than sixty (60) days begins before or extends after either the December/January or the July/August period, the employee shall not accrue vacation for any layoff time outside of December and January or July and August. Any layoff over sixty (60) days, including layoffs falling within the December/January or July/August period, shall be treated as any other layoff, and the employee shall not accrue vacation during the entire layoff period.

6.3 Vacation Periods: The Employer shall post a vacation calendar with available vacation slots on an annual basis. Vacations shall be bid in full week increments by classification seniority between January 1 and February 15 for the period March 1 of the current year to February 28 of the next year subject to this Article. After February 15, vacations shall be granted on a first come, first served basis; provided the employee gives the Employer at least seven (7) working days prior written notice of his request for vacation leave. If there is a conflict between two employees who submit requests the same day, classification seniority will govern. Notwithstanding any other provision of this Article, the Employer will determine based on business, operational, and staffing needs the maximum number of employees in each job classification to take vacation leave during any particular time period. The Employer shall,

after bidding is complete, post the vacation schedule for each department. The Employer's approval of vacation leave shall not be unreasonably withheld or delayed. The Employer shall not alter approved vacation leave without the employee's consent, except in cases when, due to an unforeseen emergency, the employee's leave would unreasonably interfere with the operation of the Hotel or any of its departments. Employees who complete six (6) months employment between June 1 and September 30, shall receive their pro rata vacation during that period.

6.4 Paid Time Off for "A" List Waiters and Waitresses:

Upon the effective date of this Agreement, "A List" waiters and waitresses who work a minimum of 100 hours in any quarter shall be eligible for paid time off in an amount equal to a pro-rated amount of 16 days (128 hours) per year (4 days, or 32 hours, per quarter). Paid time off shall be calculated by taking the number of hours worked in each quarter (January through March, April through June, etc.) and dividing that number by 420 hours. The resulting figure shall then be multiplied by 32 hours (4 days of 8 hours) with the result being the number of paid time off hours which the A List waiter/waitress shall receive for that quarter. The parties shall agree upon an appropriate process for requesting payment of accrued time. *Payment shall be at double the a la carte rate for waiters and waitresses.*

6.5 Vacation Waivers: Employees shall be entitled to apply earned vacation against any time lost because of illness. Should any employee waive his or her vacation at the request of the Employer, said employee shall be compensated for said vacation in addition to his or her regular pay and shall be entitled to take unpaid leave of the same length at a later time in the year.

6.6 Vacation Pay for Steady Banquet Personnel: In computing vacation pay for steady banquet waiters and waitresses, same shall be based on the vacation pay of a steady a la carte

waiter or waitress. In computing vacation pay for steady banquet bartenders, same shall be based on the salary of a steady bartender.

6.7 "Steady" Definitions: A steady banquet waiter or waitress or bartender is one who is available on call with the same Employer.

6.8 Maternity/Paternity Leave: Maternity leave without pay shall be granted for a period of not exceeding eight (8) months, and paternity leave without pay for a period not exceeding four (4) months, provided that said leave shall not be included in computation of length of service for the purpose of determining amount of vacation. The Employer shall provide the benefits now provided for in Article 14 of this Agreement to the extent required by law in cases of pregnancy and childbirth. This understanding shall be automatically inoperative when obedience to it is no longer required by law.

6.9 Leaves to Union Officers: The Employer shall grant a leave of absence without pay to an officer, business agent or organizer of the Union or of a local Union affiliated with this Union for a period of one term of office or three years, or to a delegate to a Union Convention for a period of one week, or such longer periods as may be mutually agreed upon by the parties. Such leaves of absence and any other leaves of absence to which the Employer and employee mutually agree, shall be in writing and executed by the Employer and employee. The employee's seniority shall continue during the period of the leave of absence.

6.10 Jury Duty:

(a) An employee who is summoned and reports for jury duty, as prescribed by applicable law, and who provides the Employer with documentation showing that he has served, shall be compensated by the Employer in an amount equal to the difference between the employee's daily rate and the daily jury duty fee paid by the court for each day on which he performs jury duty and on

which he otherwise would have been scheduled to work for the Employer. Jury pay for tipped employees shall be double the daily rate of pay.

(b) An employee notified the day prior to his scheduled day of jury service that he will not be required to report for jury duty shall report for work the following day, if he is scheduled to work on that day.

(c) An employee who is released from jury service early in the day shall call his Employer and shall thereafter report for work if requested to do so.

6.11 Funeral Leave:

(a) Employees who have completed thirty (30) days of employment shall be entitled to three (3) days leave with pay for the purpose of attending the funeral of a spouse, domestic partner, parent, grandmother, grandfather, child, brother, sister, or the parents of a spouse or domestic partner. Funeral pay for all tipped employees shall be computed at the vacation rate.

(b) *Employees who require more than three (3) days to attend a funeral of a spouse, domestic partner, parent, grandmother, grandfather, child, brother, sister, or the parents of a spouse or domestic partner because the funeral entails either substantial travel time or extended time for completing funeral arrangements may apply accrued but unused vacation for funeral leave. Employees shall, prior to departing on funeral leave, complete leave forms specifying the date on which the employee will report back to work, and the employee will be expected to report back on said date, or at the conclusion of three (3) days, unless a bona fide emergency or other similar unforeseeable event prevents his return on said date.*

(c) For purposes of this Article, "funeral" is understood to mean a remembrance or memorial service as well as an actual funeral, where the memorial service or remembrance is held within ninety (90) days following the death of the relative or otherwise as agreed by the parties.

6.12 Personal Leave: Employees with at least two (2) years of continuous service with the Employer shall receive, upon request, one (1) leave of absence, without pay, for up to thirty (30) days per year, for compelling personal reasons; leave shall be received on the same terms where the employee has personal reasons that are not compelling, provided that such leave will not adversely affect the operation of the department the employees work in. Employees shall fill out leave forms specifying the date of return and may not work or apply for unemployment compensation during such leave. Once every three (3) years, employees eligible for personal leave may take up to forty-five (45) days of personal leave under this section.

6.13 Extension of Leaves: Except under circumstances where obtaining authorization is not reasonably possible, employees on any type of leave in the U.S. who, because of an emergency, require an extension of leave for five (5) days or less shall obtain verbal authorization. Where an employee requires an extension beyond five (5) days the employee shall obtain written authorization or verbal authorization which the employee must confirm in writing.

ARTICLE VII

Meals

7.1 Meal Proviso: The Employer, in the interest of maintaining continuous service, requires the employees mentioned below to consume their meals on the premises at such time, place, and manner as the Employer deems necessary for his convenience, provided that such place shall be well ventilated, clean and sanitary, and furnished with an appropriate number of tables and chairs in good repair.

7.2 Meals for Employees: All employees in the catering (food and drink) departments (except Extra banquet waiters and waitresses who shall receive meals in accordance with Schedule "B" Section 2), shall receive meals without cost while on duty; all other

employees covered by this Agreement shall receive one (1) meal per day without cost while on duty; such meals shall be palatable and wholesome, and shall offer a minimum choice of two entrees from a guest menu, provided that hotels may provide cafeteria facilities for all employees with choice of food from the cafeteria menu.

7.3 Cafeteria Menus: Where a hotel provides cafeteria facilities for employees under the terms of Section 7.2, the cafeteria menu shall include breakfast, lunch and/or dinner; provided, however, that no Employer will be required by this Section to provide more meals than it currently provides (i.e., an Employer that does not currently provide breakfast to its employees will not be required to provide breakfast; an Employer that currently provides one meal shall not be required to provide more than one meal). Each such meal shall be placed on the cafeteria line at or near the time of day generally associated with such meal (i.e., breakfast in the morning, lunch near mid-day, and dinner in the evening) and shall offer at least one (1) item from the guest menu of that day, provided, however, that such item from the guest menu shall not be repeated more than once each seven (7) days. An authorized management representative shall regularly inspect and sample the cafeteria food.

7.4 Acceptance of Meals: To further the convenience of the Employer in the operation of its business the employees agree to accept such meals under the foregoing conditions.

7.5 Beer Allowance for Cooks: All cooks are entitled to receive, for personal consumption only, three (3) bottles of beer a day without cost, or three (3) glasses of draught beer if the establishment has draught beer, and such beer is to be consumed in a designated area.

7.6 Meal Schedule Posting: The Employer shall post meal schedules for all employees, provided, however, that such meal schedules need not be followed in a situation where the guest service would be adversely affected.

7.7 Meal Breaks: The Employer shall schedule employee's work so that the employee shall not work more than four (4) hours without a meal break, except in case of an emergency. This provision is not applicable in the case of steady banquet waiters, waitresses and bartenders or Extra waiters, waitresses and bartenders working functions.

7.8 Meal Allowance: A Four Dollars (\$4.00) meal allowance per day shall be provided where the Employer does not have a food facility.

ARTICLE VIII

Uniforms

8.1 Uniform Entitlement: Uniforms for all steady employees and extra kitchen employees covered by this Agreement shall be furnished, cleaned and laundered by the Employer without cost to the employees, including coats, pants, caps, and aprons for cooks. The uniforms provided to employees shall be safe, of good quality, and consistent with generally accepted hotel industry standards. Employees shall be furnished with a minimum of two (2) uniforms. The Employer shall furnish and launder coats for extra waiters and extra bartenders. The Employer shall provide jackets for all banquet waitresses. Sweaters may be worn by housekeepers provided that they conform to colors deemed by management to be compatible with their uniform and communicated to the employees in advance.

8.2 Shoes:

(a) In the event the Employer requires any waiter, waitress or bartender who is under the jurisdiction of the Union to wear a specific color or type of shoes (except black shoes in the case of male employees, and white shoes in the case of female employees) same shall be furnished without cost to the employee. It is understood that this provision shall not require a change in present practice where female employees are required to wear shoes other than white in color.

(b) In the event the Employer announces that employees currently required to wear white shoes must wear black shoes or that employees currently required to wear black shoes must wear white shoes, the Employer shall permit such employees to wear either black or white shoes for four months following such announcement. If the Employer directs employees to change the color of their shoes in less than four months, the Employer shall provide a Twenty-five Dollar (\$25.00) shoe allowance to all such employees.

(c) Kitchen employees may be required to wear slip-resistant shoes or slip-resistant clogs without cost to the Employer.

8.3 Outdoor Wear: In addition to any other clothing required to be furnished under this Article, rubber boots will be furnished to all employees while working with ice or while doing scrub work with hose, and doormen shall be furnished with raincoats and rubber boots for use in inclement weather.

8.4 Name Tags: All employees shall have the choice of using their first or last names and the title of Mr., Mrs., Miss, or Ms. on name tags; provided, however, the Employer may require the inclusion of the employee's first name in addition thereto.

ARTICLE IX

Dressing Rooms and Other Requirements For the Convenience of the Employees

9.1 Locker Facilities: The Employer shall provide sanitary dressing rooms with locker space for steady employees. Such dressing rooms shall include restroom facilities, except in those hotels whose dressing rooms do not presently contain restrooms. All employee dressing rooms and employee restrooms in those hotels whose dressing rooms do not presently contain restrooms shall be properly maintained and shall be cleaned on a daily basis.

9.2 Extra Locker Keys: Employees shall pay for any extra locker keys.

9.3 Inspection of Lockers: In the event the Employer wishes to open an employee's locker, the Employer shall do so only in the presence of the employee or the Leadership Committee member or the Union Representative and only in the following circumstances: (a) fumigation of all lockers; (b) former employee lockers; (c) periodic inspection of all lockers; or (d) reasonable cause.

9.4 Facilities For "Extras": For extra employees the Employer shall provide a reasonable place for keeping clothing, from which the public shall be excluded.

9.5 Loss Indemnity: The Employer agrees to be responsible for the loss of or damage to clothing of employees while on duty, provided, however, said loss or damage is not due to the fault or negligence of any employee. The Employer shall not be responsible for loss of or damage to clothing of employees caused or contributed to by the fault or negligence of any employee.

9.6 Claims: In no event shall the Employer be responsible for any property other than wearing apparel, the loss of which is reported by the employee to the Employer prior to the end of the working day in which the loss is discovered by the employee. It is further agreed that the liability for wearing apparel shall not exceed Two Hundred and Fifty Dollars (\$250.00).

9.7 Couches: A couch shall be made available for all employees; provided, however, in those hotels where the locker or dressing room is too small to accommodate a couch, other seating shall be provided.

9.8 Benches (Bell Personnel): The Employer will supply a bench for the use of bellman in a convenient place in the lobby.

9.9 Elevator Operator Seats: Seating facilities shall be provided for the use of elevator operators on duty in both front and rear elevators.

9.10 Sharpening of Knives: Cook's knives shall be sharpened by the hotel without cost to the employee.

ARTICLE X

Housekeepers, Housekeeper Aides, Uniformed Service, Etc.

10.1 Special Clean-up: Any employee who is required to clean up a room after a person who has vomited or for cleaning up feces (excluding commodes) in said room shall receive an extra payment of Twenty Dollars (\$20.00) for that work.

10.2 Venetian Blinds (Housekeepers): Housekeepers shall not be required to wash Venetian blinds, turn mattresses, or spot walls generally, but they may be required to dust Venetian blinds and base boards and to spot around electric light switches and door panels.

10.3 Room Quotas: Housekeepers shall not be required to service more than ____ occupied rooms per day. Except for those rooms where the only bed is a cot or sofa bed, five (5) cots or sofa beds, or any combination, in the same section is equal to one room for the purposes of the quota. Extra rooms over the quota done by housekeepers shall be compensated at no less than one-half hour's pay per room. Provided, however, that any hotel paying more than that amount as of September 16, 1978, shall maintain such higher amount.

(a) In those Hotels which require housekeepers to service at least fourteen (14) rooms per day, housekeepers with at least thirty (30) years of service with the Employer shall have their daily quota reduced by one (1) room.

(b) During this Agreement, the Employer shall continue any practices which reduce a housekeeper's daily room quota when certain conditions exist (e.g., a housekeeper works on more than two (2) floors, a housekeeper has more than eight (8) checkouts, etc.).

10.4 Cot Placement by Bell Personnel:

(a) Bell personnel shall receive Fifty-five Cents (\$.55) extra for putting a cot in a room, and One Dollar and Twenty-five Cents (\$1.25) extra for putting in and making up a cot.

(b) A housekeeper who makes up a room occupied by more than two (2) persons shall receive Thirty-five Cents (\$.35) extra for each person in excess of two (2) in such room, for each night said room is occupied by more than two (2) persons.

(c) A housekeeper who makes up a cot or sofa bed after completing a room, or when the cot or sofa bed is not counted toward her quota, or who is not compensated under the previous paragraph, shall receive Seventy Cents (\$.70) for each such cot or sofa bed made up.

10.5 Rotation of "Fronts": All "fronts" will be regularly rotated so that each bellman receives a call in turn, unless otherwise requested by the guests.

10.6 No Fronts for Bell Captain: Bell Captains shall take no turns in "fronts".

10.7 House Errands and Tour Group Rates:

(a) For house errands performed out of the house and which result in the loss of a "front", bellmen shall receive additional compensation of Three Dollars and Twenty-five Cents (\$3.25) per trip.

(b) In the case of all tours, bellmen shall receive Two Dollars and Ten Cents (\$2.10) per guest when the guest checks in and shall receive an additional Two Dollars and Ten Cents (\$2.10) per guest when the guest checks out.

(c) In the case of all tours doormen shall receive Ten Cents (\$.10) per guest when the guest checks in and an additional Ten Cents (\$.10) per guest when the guest checks out.

(d) In the case of tourist party trunks, bellmen shall receive additional compensation of Two Dollars (\$2.00) per trunk in and Two Dollars (\$2.00) per trunk out.

(e) A bellman shall be paid One Dollar and Seventy-five Cents (\$1.75) for each room change performed by him when the guest is not present (except, at the option of the Sheraton Washington bellmen, the Employer shall continue its practice of paying \$1.50 for all room changes). The Employer shall provide the bellman with the keys to both the old and new rooms.

10.8 Elevator Operator Limitations: Elevator operators shall not be required to perform work other than that required to be performed normally in connection with the operation of the elevator.

10.9 Protective Devices: The hotel shall make necessary protective devices available to all employees at no expense upon request.

10.10 Snow Shoveling: Housekeeper aides shall receive One Dollar and Fifty Cents (\$1.50) per hour extra while shoveling snow.

ARTICLE XI

Waiters, Waitresses, Bus Employees and Bartenders

11.1 Guest Checks: Waiters and Waitresses shall collect for all checks, unless specifically requested otherwise by the guests, except in a coffee shop or other place where the policy of the hotel is to have the guests pay the cashier. The head waiter, hostess or captain may collect or sign checks, in which event said checks, including all gratuities, shall be turned over to the waiter or waitress responsible for same.

11.2 Gratuities Designated: If a captain, hostess, head waiter, or member of hotel management signs a check on behalf of a guest in a dining room wherein the guest has designated a gratuity, the entire amount of the gratuity shall be given to the waiter or waitress. When a guest designates a gratuity for a waiter or waitress, and a captain, hostess, head waiter, or member of hotel management, without inquiry from the guest, recommends a

change in such gratuity so as to lessen the amount theretofore designated for the waiter or waitress, the waiter or waitress shall receive the full amount of the gratuity originally designated.

11.3 Individual Responsibility for Checks:

(a) Waiters and waitresses shall be responsible for only their own mistakes on checks.

(b) A waiter or waitress shall be permitted to review the status of his or her checks during the shift. Banquet personnel shall be entitled to review the banquet event order ("BEO"), function sheet, and/or banquet guest check relevant to their tips or compensation.

11.4 Lost Checks:

(a) **Used Checks:** In the case of the loss of a used check the waiter or waitress shall pay the amount thereof as shown by the food checking records of the hotel. If said check is found and collected, the waiter or waitress shall be reimbursed the amount of the charge for the same. Waiters and waitresses shall receive at least twenty-four (24) hours' notice of any such losses or mistakes except on Sundays, holidays, or days off. Failure to give such notice shall absolve the waiter or waitress of any responsibility for same, except in case of dishonesty.

(b) **Unused Checks:** A charge of Three Dollars (\$3.00) may be made for any loss of unused checks, but in the event that such a charge is made and the said unused check is found, the waiter or waitress shall be reimbursed the amount of the charge.

11.5 Canceled Check Stubs: Waiters and waitresses shall be given the canceled stubs of checks.

11.6 American Plan Checks: Checks shall be issued for American Plan Parties and fifteen percent (15%) of such checks shall be paid to the waiter or waitress serving those guests when the check is surrendered, upon which percentage shall be credited any gratuity left by the party or guests served. This section does not apply to banquets served to American Plan Parties, with respect to

which the provisions of Section 25 of Schedule B, attached hereto, shall apply.

11.7 Gratuity Schedule: Waiters and waitresses shall receive gratuities in accordance with the following: Entertainment checks—fifteen percent (15%); employee duty meal checks—One Dollar (\$1.00) for breakfast; One Dollar (\$1.00) for lunch and fifteen percent (15%), not to exceed Two Dollars (\$2.00) for dinner.

11.8 Credit Card Handling: Checks signed by "credit card" guests shall be turned over to the head waiter, hostess, cashier or captain. It shall not be the duty of the waiter or waitress to check the credit standing of such guests, or process such credit cards, but will transmit such cards to the person who does such processing.

11.9 Gratuity for Tour Meals: Any prearranged tour where the price for the tour meal is contracted for in advance, said price shall include a fifteen percent (15%) gratuity on the price at which the meal is sold. Where the present practice is more advantageous for the waiters or waitresses, same shall not be changed to their disadvantage.

11.10 Rotation of Stations: The Employer shall rotate watches, stations and turns so that employees shall have equal opportunities. Those hotels using steady waiters or waitresses for banquet work during the employees' regular shift shall rotate same among all waiters or waitresses, provided they are willing to rotate and also provided that parties requesting designated waitresses or waiters shall be recognized.

11.11 Scope of Duties (Waiters and Waitresses):

(a) No porter or house work shall normally be performed by waiters, waitresses, buspersons, as, for example, cleaning chairs, dusting, cleaning furniture, cleaning mirrors, etc.

(b) All food and beverages shall be served by waiters and waitresses only; provided, however, that in those establishments where

bellmen are by historical practice delivering beverages it is expressly understood and agreed that such practice may continue, and provided, further, that in any establishment where room service waiters are employed it is expressly understood and agreed that all food and beverages shall be served in rooms by said room service waiters only.

11.12 Deduction for Shortages (Bartenders): There shall be no cash deductions from the wages of any bartenders for any cash shortage without permitting the bartender to certify said shortages by personally checking the cash register.

11.13 Service Bartenders/Cashiers: Bartenders working service bars that take in an average of Three Hundred Dollars (\$300.00) or over per shift shall not be required to act as cashiers. Said average shall be calculated on a weekly basis.

11.14 Bartenders—Packing Ice: Bartenders shall not be required to pack or ice beer.

11.15 Waiters and waitresses shall be provided with pre-printed checks or with bold rubber stamps for use on checks for foreign speaking guests, which state "gratuity not included".

ARTICLE XII

Seniority

12.1 Definitions:

(a) House Seniority is defined as an employee's length of service with the hotel from his last date of hire.

(b) Room Seniority is defined as an employee's length of service in a room or station.

(c) Classification Seniority is defined as an employee's length of service in a particular classification.

12.2 Layoff:

(a) It is recognized that the principle of seniority shall normally be followed when it becomes necessary to layoff employees due to slackness of business.

(b) That is, normally, the employee on duty in the station in which the reduction is being made having a shorter period of continuous service shall be laid off before any other employee having a longer period of continuous service; and preference to laid off employees shall be given in reemployment within the particular station or category.

(c) It is understood that an employee's house seniority shall prevail in the case of all layoffs so that the laid off employee shall have the right to bump into another room or department in his or her present or previously held classification.

(d) No employee shall lose his or her seniority standing as the result of any layoff, except as provided in Article 12.7 (c) and (d).

(e) It is further understood that such layoffs as are required shall be made so as to enable employees with greater seniority to obtain a full week's work. Absent Union agreement to a reduction of everyone's workweek, the Employer agrees to operate its facilities in such a way as to grant those employees with greater seniority full employment.

12.3 Vacancies—Waiter/Waitress Position: With reference to waiters and waitresses, before the Employer shall obtain a new employee to fill any vacancy, excepting supervisory positions, the waiter or waitress having the longer period of continuous service shall be given an opportunity to take the position, provided said waiter or waitress is qualified to fill the vacancy.

12.4 Promotion Policy:

(a) It is the policy of the Employer to promote qualified employees when vacancies in higher positions occur, but this shall not be held to qualify the rights of the Employer with regard to promotions provided in 4.5 of this Agreement.

(b) All Employers agree to promote or transfer from within in case of any job openings. All openings must be posted for at least four (4) days and the job shall be awarded to the most senior bidder, provided he is qualified.

(c) The provisions of Section 12.4(b) shall not apply where the Employer promotes an employee from within the bargaining unit to the position of banquet captain or floor supervisor, in which case the Employer may promote the most qualified bidder.

(d) For purposes of determining "qualification" under this Section, the Employer may not consider the bidder's prior discipline except to the extent that it relates to the bidder's ability to perform the essential functions and duties of the open position.

(e) The burden of proving whether an unsuccessful bidder in Section 12.4(b) is qualified, or whether an unsuccessful bidder in 12.4(c) is the most qualified, shall rest with the Union in any arbitration proceeding brought under this section.

(f) An employee who has been transferred or promoted to a higher-paid classification shall have the opportunity to return to his or her original classification within thirty (30) days of the transfer with no break or loss in seniority.

12.5 Military Duty; Veterans Rights: Any employee who is inducted into military service of the United States, including the National Guard and Reserves, whether voluntarily or by Government Order shall retain his seniority and shall be restored to his former position, provided that said employee, (1) received the certificate of satisfactory completion of training and service; (2) made application for reemployment within ninety (90) days after he is relieved from such training and service; and (3) provided, further, that the Employer's circumstances have not so changed as to make it impossible or unreasonable to reemploy said employee in any capacity.

12.6 Classification Seniority: In addition to those matters to which seniority now applies, classification seniority shall apply in cases where there is a permanent vacancy in work location, shift, or, where possible, sections and voluntary time off. This section shall not give any employee the right to bump another employee from existing situations except where such situations are created impermissibly under the seniority provisions of this Agreement.

12.7 Loss of Seniority: The seniority relationship shall automatically be terminated when an employee:

(a) Quits or retires;

(b) Is discharged for just cause;

(c) Who has been on layoff, fails to return to work within five (5) days after receipt of a certified, return receipt letter sent to the last address provided by the employee, (except that actual return to work within five (5) days shall not be required when failure to return is due to demonstrable illness). It is understood that at the time of layoff an employee will be asked to provide an address at which he or she regularly receives mail; further, should the address at which the employee regularly receives mail change during his or her layoff, he or she shall promptly notify the Employer of said change; and should the employee have a demonstrable illness at the time of notification to return to work, he or she should also provide notice of such illness;

(d) Is laid off from work for a period of eighteen (18) months for employees employed at least two (2) years; twelve (12) months for employees employed less than two (2) years and more than six (6) months; and after a period which exceeds the employee's length of service for an employee with less than six (6) months service.

ARTICLE XIII

Miscellaneous

13.1 Closing and/or Conversions of Hotel Properties: In the event of the closing of the hotel or in the event of its conversion to an operation other than a hotel, employees terminated as a result who have completed three (3) or more years of employment with the hotel shall retain full insurance coverage for a period of not less than ninety (90) days after termination. Such full insurance coverage shall be terminated prior to the expiration of the ninety (90) day period upon said full insurance coverage being provided to the employee for such period by another hotel.

13.2 Training: (a) The Employer shall provide adequate safety and security training to its employees at the Employer's expense and on the Employer's time. Such training shall be compensated at the regular rate, with tipped employees paid twice their normal hourly rate.

(b) **Training for New Employees:** All new employees will be given adequate training upon hiring so they can perform their jobs safely and effectively. Such training shall be compensated at the regular rate; with tipped employees paid twice their hourly rate (if attending during times that they would otherwise be earning tips). The Union will provide to the Employer sufficient copies of this Agreement, an introductory letter from Local 25, and a list of Leadership Committee members. The Employer shall distribute those materials to new employees at the same time that the written notice required pursuant to Section 1.3 is provided, and shall make such materials available in the Employer's Human Resources Department. On a quarterly basis, at the request of the Union, the Employer shall provide unused space on its premises, at reasonable times, for the Union to explain the collective bargaining agreement and its provisions (and related labor-management matters) to new employees on non-work time.

13.3 No Deductions: There shall be no deductions from an employee's check for any reason, except those deductions expressly and voluntarily authorized in writing by the employee (e.g., Union dues and initiation fees, credit union payments, 401(k) contributions, etc.), or otherwise required by law.

13.4 No Fines: There shall be no fines levied against any employee for any cause whatsoever.

13.5 No "Kickbacks": No employee shall be required to contribute to any other employee or to his or her Employer. Acceptance of such contribution shall be the occasion for disciplinary action.

13.6 The Employer agrees that there shall be no subcontracting, transfer, or assignment of work or services now or hereinafter performed or assigned to members of the collective bargaining unit except that subcontractors may provide casual miscellaneous kitchen help where their use is necessitated by the absence of required steady employees; it is agreed, however, that such use must be intermittent and cannot extend beyond the period of demonstrable necessity.

13.7 Health and Safety: The Employer will provide a safe and healthy workplace for employees.

13.8 Meeting Attendance: The Employer will try to schedule employee meetings before and after scheduled shifts to avoid requesting employees to attend meetings on their days off.

13.9 Translations: In meetings involving discipline, an employee who cannot understand what is being said may request language assistance and the Hotel shall provide an individual to assist in the communication. In all other matters, the Hotel shall make a good faith effort to provide appropriate language assistance when advised that an employee does not understand what is being communicated. With respect to legally required notices posted by the Employer, such notices shall be posted in English and Spanish.

ARTICLE XIV

Insurance, Sick Leave, Dental Plan

14.1 Insurance Benefit Program: The following insurance benefits shall be provided for all steady employees, including steady banquet employees, and for all new steady employees, including new steady banquet employees, after a waiting period of six (6) months:

(a) The Employer shall provide eligible employees with single or family medical coverage at no cost to the employee under the Kaiser Permanente comprehensive health plan through September

15, 2007. This plan includes a \$15 per visit doctor's charge, and prescription copays of \$10 (generic)/\$20 (brand) through the Kaiser plan; \$16 (generic)/\$32 (brand) outside the plan; and \$8 (generic)/ \$18 (brand) for mail order. Employees hired after September 15, 1995 who elect family coverage shall contribute Twenty-five Dollars (\$25.00) per month for their first six months of coverage.

The Employer shall provide the following health insurance coverage in accordance with this section for part-time employees: single coverage for employees who work 24 hours or more per week and family coverage for employees who work 32 hours or more per week.

The Employer agrees to distribute forms and provide information on the aforementioned plan.

During the term of this Agreement, on behalf of all eligible employees, the Employer agrees to contribute the full amount of the premium for individual or for family coverage each month, provided that the Employer will not be required to pay more than the premium rates that will go into effect on November 1, 2006. The Employer will contribute up to the following amounts as of the effective dates indicated:

	1/15/05	8/1/05	11/1/05	11/1/06
Single	\$247.90	\$235.92	\$271.31	\$312.00
Family	\$669.33	\$636.99	\$732.54	\$842.42

Each employee's choice of panel or facility-based care shall be frozen as of the end of the payroll period immediately preceding January 14, 2005 (i.e., no employee using facility-based care ("Signature") may switch to the panel ("Select")). An open enrollment period shall be held from January 21 through February 21, 2005. Any employee who is enrolled in the panel (Select) as of January 14, 2005 who moves to facility-based care (Signature) during the open enrollment period shall receive a one-time bonus incentive of \$200.00. Employees who are enrolled in the panel

(Select) shall be informed that they have until July 15, 2005 to move to facility-based care (Signature). As of July 31, 2005, all employees who remain enrolled in the panel (Select) shall be moved to facility-based care (Signature). Employees who move from the panel (Select) after the end of the open enrollment period shall not receive any bonus incentive payment.

(b) \$10,000.00 in life insurance; \$10,000.00 accidental death or dismemberment.

(c) Effective January 15, 2005, the Employer will contribute Five Dollars and Seventy Cents (\$5.70) (\$) for each function worked by each Extra banquet waiter and waitress for the purpose of providing hospital and medical insurance for Extra banquet waiters and waitresses on the "A" board. Effective November 1, 2005, this amount will increase to Six Dollars and Twenty Cents (\$6.20) for each function worked by each Extra banquet waiter and waitress; and effective November 1, 2006, this amount will increase to Six Dollars and Sixty Cents (\$6.60) for each function worked by each Extra banquet waiter and waitress. It is understood that these contributions will not be sufficient to pay the entire premium on such insurance. The Employer and Union agree effective January 15, 2005, Extra banquet waiters and waitresses on the "A" board shall pay \$50.00 per month toward such health insurance coverage. These contributions shall be treated in the same manner as the prior HISC contributions under the prior collective bargaining agreements.

(d) Employees shall receive weekly sick and accident benefits for up to thirteen (13) weeks, beginning the first (1st) day of accident or the eighth (8th) day of illness, in the amount of One Hundred and Forty Dollars (\$140.00) per week for employees working an average of between 20 and 30 hours per week; and in the amount of Two Hundred Dollars (\$200.00) per week for employees working an average of 30 hours or more per week.

(e) Employees who are absent from work due to extended illness shall have their hospitalization coverage extended for a period of at least four (4) months; provided, however, any hotels who

extend coverage for a longer period shall not reduce said coverage. At the expiration of the period of insurance coverage, the employee shall be allowed to carry his or her hospitalization insurance through the hotel at the group rate.

(f) The Employer will provide a long term disability insurance policy with the following components:

1. An employee must have been employed for six (6) months to be eligible;
2. Benefits will be paid starting on the first day after thirteen (13) weeks of disability and will be paid while an employee is disabled for up to five years;
3. Benefits will be fifty percent (50%) of the employee's regular straight time wage rate (which rate will include reported tips) up to Seven Hundred Dollars (\$700.00) a month, but shall be reduced by any social security disability payment the employee receives.
4. The policy will become available effective September 16, 1987.

14.2 Sick Leave:

(a) **Current Employees:** Steady employees accumulate paid sick leave at the rate of one-half (1/2) of a day for each month (or major portion thereof) of active employment.

(b) **Newly Hired Employees:** Newly hired steady employees, once they have completed six (6) months of employment dating from the employee's most recent date of hire, shall thereafter (retroactive to their most recent date of hire) begin to accumulate paid sick leave at the rate of one-half (1/2) of a day per month (or major portion thereof) of active employment.

(c) **Maternity:** Maternity shall be treated the same as any illness.

(d) Sick leave pay shall not be taxed at a higher rate than wages, and shall be paid on the payday for the pay period during which the sick leave was taken unless conditions prohibit.

(e) Sick pay for tipped employees shall be computed at double the daily rate of pay.

14.3 Maximum Accumulation of Sick Leave:

(a) No employee may under any circumstance accumulate more than sixty (60) days of paid sick leave. Paid sick leave may be taken only in connection with bona fide illness or for the illness of the employee's immediate family member as defined in Section 6.11(a); the Employer may request reasonable proof of illness. Accrued but unused sick leave shall not be compensable, except that employees, upon retirement (as defined below) shall be compensated for their accumulated sick leave. "Retirement" for purposes of this Section shall be defined as an employee age 55 or older voluntarily ending his or her employment with a combined age and years of service with the Employer that equals or exceeds seventy-five (75). All other employees upon retirement (as defined in the Pension Plan) shall be compensated for one half (1/2) of their accumulated sick leave. Sick leave may be taken in segments of full days or one-half days in the manner set out in section (b) and will be paid for to the full extent accrued.

(b) If an employee who reports for work is observed by the Employer to be visibly sick while at work, the employee may at his option take one-half day of sick leave and shall be paid for that leave in addition to his pay for hours actually worked that day, the total not to exceed eight (8) hours in one day.

(c) The Employer shall provide the Union information regarding employee sick leave balances in accordance with Sections 1.4(b) and 2.4(c).

14.4 Proof of Illness: The term "reasonable proof" as used in this article shall be applied in accordance with the following:

(a) In most cases, it would suffice for the employee to provide an explanation in sufficient detail to enable the supervisor to make a judgment as to whether sick leave is justified.

(b) Some cases require more, but the proof need not be in any particular form, nor must it be the strongest and best proof possible. Verification could be in the following forms:

1. A doctor's letter would be appropriate but should not be an absolute requirement since there may be illness without the attention of a doctor.
2. A druggist's prescription might be adequate; or
3. A written statement from the employee's spouse, neighbor, or fellow worker might suffice.
4. The nature of the proof must ultimately depend upon the facts and circumstances of each case.

(c) Notwithstanding the foregoing, the Employer may require a doctor's certificate where there is a demonstrable pattern of abuse or evidence of the employee's being at a location not consistent with illness.

14.5 Health and Welfare Fund: The Employer agrees to participate in the Hotel and Restaurant Employees Local 25 and Hotel Association, Cafeteria and Other Subscribing Employers Dental and Optical Care Fund which is jointly administered by the Union and participating Employers.

(a) The Employer shall contribute, for dental benefits, Twenty-four and One Half Cents (\$.245) per hour for all hours worked by the employees covered by this Agreement, with a minimum of One Dollar Twenty-two and One Half Cents (\$1.225) per function for Extra banquet waiters, waitresses, and bartenders.

(b) The Employer shall contribute, for optical benefits, Five Cents (\$.05) per hour for each hour worked by employees covered by this Agreement.

(c) The Employer shall contribute Two and One Half Cents (\$.025) per hour for each hour worked by employees covered by this Agreement to the Hotel and Restaurant Employees Local 25 and Hotel Association, Cafeteria and Other Subscribing Employers Dental and Optical Care Fund, to the extent the Fund is amended to

permit such contributions, or to such other tax qualified entity as the parties may agree upon, for the purpose of securing and providing training benefits. Effective January 15, 2005, the Employer shall cease making contributions required under this subsection (c), and shall instead contribute Three Cents (\$.03) per hour for each hour worked by employees covered by this Agreement to the Pension Fund pursuant to Article 15 of this Agreement.

14.6 Group Legal Fund: The Employer agrees to participate in the Hotel and Restaurant Employees Local 25 and Hotel Association, Cafeteria and Other Subscribing Employers Group Legal Services Fund which is jointly administered by the Union and participating Employers.

(a) The Employer agrees to contribute, for legal benefits, Fifteen and One Quarter Cents (\$.1525) per hour for each hour worked by employees covered by this Agreement.

14.7 401(k) Plan and Miscellaneous Benefits Allocations:

(a) The Employer shall be responsible for costs associated with the administration of the 401(k) Plan up to a maximum of One Cent (\$.01) per hour for each hour worked by employees covered by this Agreement as allocated in the September 15, 1998 Agreement.

(b) The 401(k) Plan shall provide for no matching contributions from the Employer. Benefits under the 401(k) Plan shall be based solely on elective deferrals as set forth in section 402(g)(3)(A) of the Internal Revenue Code. The 401(k) Plan shall be administered by a Board of Trustees composed of equal number of Trustees designated by the Employer and the Union.

ARTICLE XV

Pension Fund

15.1 Establishment of Funds: The parties agree to continue to operate the Pension Fund established September 16, 1960, for the benefit of all employees covered by this Agreement. The Pension

Fund shall be administered by a Board of Trustees composed of an equal number of Trustees designated by the Employers and the Union. The basis upon which payments from the Fund will be made shall be resolved in writing from time to time by the Trustees acting under an Agreement and Declaration of Trust. The decisions of the Trustees shall be final and binding upon the parties to this Agreement.

15.2 Rate of Contribution: Effective January 15, 2005, The Employer shall pay into said Fund Sixty-four Cents (\$.64) per hour for all hours worked by the employees covered by this Agreement with a minimum of Three Dollars and Twenty Cents (\$3.20) per function for Extra banquet waiters, waitresses and bartenders. Effective September 16, 2005, the Employer agrees to increase the contribution to Seventy-four Cents (\$.74) per hour for all hours worked by the employees covered by this Agreement with a minimum of Three Dollars and Seventy Cents (\$3.70) per function for Extra banquet waiters, waitresses and bartenders; and effective March 16, 2007, the Employer agrees to increase the contribution to One Dollar (\$1.00) per hour for all hours worked by the employees covered by this Agreement with a minimum of Five Dollars (\$5.00) per function for Extra banquet waiters, waitresses and bartenders.

15.3 Definition of "Hours Worked": For the purpose of calculating contributions, hours worked shall include employees' vacation and holidays, commencing from the first day of employment, whether such employment be permanent, temporary, casual, part-time or extra, but shall exclude overtime hours.

15.4 Prompt Payments: Payments by the Employer to the Trust Fund shall be made promptly and regularly in such form as may be prescribed by the Board of Trustees.

15.5 Examination of Records: The Board of Trustees shall have the right to request records from the Employer with respect to

wages and employment of employees covered hereunder, and shall have the right to examine said wage and employment records through duly authorized representatives, including certified public accountants.

15.6 Record of Pension Hours Accrued: Employee pay stubs shall reflect the number of pension hours accrued on a weekly basis, in each calendar year. It is understood that the recorded pension hours shall not be cumulative from year to year.

ARTICLE XVI

Discipline and Discharge

16.1 The company has the right to discipline or discharge for just cause. If an employee who has been discharged or barred considers such action unjust, he may file a grievance in accordance with Article XVII within thirty (30) days of the Union's receipt of the notice of discharge or barring provided said employee has completed a thirty (30) day probationary period. It is understood that should written notice of a discharge not be given to the Union, this thirty (30) day time limit shall not begin to run.

With respect to employees with more than five (5) years of continuous service, absence due to an injury or illness covered under workers compensation statutes shall not be just cause for discharge, except in those cases where the employee's physician shall certify that there is no possibility of return to work at any time.

16.2 Discharge of Leadership Committee Member: In the event the Employer desires to discharge a Leadership Committee member, it shall notify the Union in writing of such intent at least five (5) days prior to the effective date of the discharge, except that such notification shall not be required unless, prior to the discharge, the Union has notified the Employer, in writing, of the designation of the individual as a Leadership Committee member.

16.3 Misconduct Notice: All misconduct notices for employees will expire eighteen (18) months after their date of issuance and will at that time be removed from the employee's personnel file, and may not be used in any proceedings. Past practice regarding use of expired disciplinary notices shall apply.

16.4 Bonding Requirements: The Employer shall have the right to require a bond for employees who handle a cash bank of \$200.00 or more. This provision shall apply only to employees hereafter hired; provided, however, that in the event any present employee shall be transferred to a bondable position, the above right of the Employer shall apply. If for any reason a bonding or surety company refuses to bond any such employee, the Employer shall have the right to discharge such employee without prejudice or penalty to the Employer, except that in the case of a transferred employee, such employee shall have the right to return to his previous position.

16.5 Polygraph Test: Employees will not be discharged or otherwise disciplined for their refusal to take a polygraph test.

ARTICLE XVII

Grievance and Arbitration Procedure

17.1 Grievance Procedure: In the event a grievance or misunderstanding arises out of and during the term of this Agreement, such disputes shall be processed as prescribed below. It is agreed that any differences arising incident to negotiation of terms of a new Agreement are not subject to this section, the sole purpose of which is to make subject to arbitration grievances arising out of and during the term of this Agreement.

17.2 A grievance shall be presented in writing within thirty (30) days from the date of the incident or occurrence giving rise to the grievance. The written grievance shall be signed and dated, and shall contain a statement of facts describing the grievance, including

the contract provision(s) at issue, the names of affected employees (or a description of such employees in the case of a class action), and the resolution requested by the grieving party. It is understood that the Union shall not be precluded from introducing additional information as it is developed during the Union's subsequent investigation. In discharge cases, failure to file a grievance within *thirty (30) days of receipt of notice of discharge by the Union* shall result in a waiver of the grievance and all rights under this Grievance and Arbitration procedure.

In all other cases, failure to file a grievance within ninety (90) days from the date the incident or occurrence was known by the Union shall result in a waiver of the grievance and all rights under this Grievance and Arbitration procedure.

Step 1.

Upon the filing of a written grievance as set forth above, a meeting shall be held between the Employer and the Union no later than ten (10) working days after the filing of the grievance to discuss the issue(s) raised in the grievance and any relevant facts. The Employer shall designate at least one manager (i.e., supervisor, department head, human resources director, etc.) who shall serve as the Employer's representative at this Step 1 meeting and shall have the authority to resolve the grievance, and the Employer shall also make available for this meeting the manager who is most familiar with the relevant facts surrounding the grievance. At the Union's request, and upon reasonable notice, the Employer shall make available any other manager who has personal knowledge of such relevant facts. The Union shall be represented by a representative from Local 25, a Leadership Committee member, or both, and the Union's Executive Secretary-Treasurer shall also have the right to attend at his/her discretion. The employee or employees involved in the grievance may also attend. If a grievance involves a group of

employees, up to four employees may attend. The parties may mutually agree to additional Employer, Union and employee representatives. Prior to a Step 1 meeting, the parties will disclose the names of all participants who will attend the Step 1 meeting.

At this meeting, the parties may agree on a resolution of the grievance, or the grievance may be denied. If the grievance is denied, the Employer shall submit to the Union a written response to the grievance within ten (10) working days following the Step 1 meeting. This written response shall be signed and dated and shall set forth the reasons for the denial of the grievance (including a statement of facts, contract provision(s), and any other information relevant to the Employer's denial of the grievance). If the Employer does not provide a written response within ten (10) working days of the Step 1 meeting, the grievance shall be upheld and the relief requested shall be granted; provided that the relief requested is not unreasonably excessive or inconsistent with controlling legal authority.

Step 2.

If the grievance is not resolved at the Step 1 meeting, and the Union wishes to proceed with the grievance, the Union shall, within ten (10) working days after receipt of the Employer's Step 1 response, advance the case to mediation. Mediation shall be conducted by a mediator mutually agreed upon by the HAWDC and the Union. Mediation sessions shall be held at least once every two weeks, and at such other times as mutually agreed-upon. To advance the case to mediation, the Union shall submit to the Mediator the grievance papers (i.e., copies of the grievance and the Employer's response), together with a copy of any information provided to the Union by the Employer, and shall specify the date of the mediation. The Union shall provide the Employer with written notification of its

submission to the Mediator and the date of the mediation. Grievances not timely advanced to mediation shall result in a waiver of the grievance and all further rights under this Grievance and Arbitration procedure.

Step 3.

Grievances not resolved at Step 1 or Step 2 may proceed to arbitration pursuant to Section 17.3. Arbitration shall be requested in writing within fifteen (15) working days following the mediation, or the grievance shall be considered waived.

17.3 Selection of Arbitrators: A permanent panel of five (5) arbitrators agreed upon by the parties shall arbitrate all cases on a rotating basis during the life of this Agreement. The parties agree to the following as the panel of arbitrators to hear cases in rotation (subject to availability): Roger Kaplan, Joseph Sharnoff, Nicholas Zumas, _____, and Richard Bloch (contract cases only). The parties may by mutual agreement make changes to this panel. Vacancies in the panel by reason of preemptory deletion, death, resignation or other inability to serve, shall be promptly filled by the parties by mutual agreement.

17.4 Arbitration Hearings:

(a) Grievances not resolved in either Step 1 or Step 2 shall be scheduled for arbitration on the next scheduled date in the month following the date of the Step 3 written request for arbitration (e.g., if the Step 3 request is made in September, the grievance shall be heard on the next available arbitration date in October). The parties agree that the third and fourth Thursday of each month shall be reserved for arbitration hearings. One of the panel of arbitrators shall be scheduled for the third Thursday and a different panel arbitrator shall be scheduled for the fourth Thursday in each month. Cases which are not scheduled for hearing on one of the set arbitration dates shall be scheduled for a mutually agreeable alternative date before the next panel arbitrator scheduled in the rotation, but in no

event shall any grievance be heard later than sixty (60) days after the Step 3 request for arbitration, except upon written stipulation of the parties. For the purpose of scheduling hearings, (a) termination cases shall take precedence over contract cases, (b) earlier cases shall take precedence over later filed cases.

(b) Arbitration hearings of non-precedent setting cases (including all cases involving discharge or discipline of employees) shall be conducted without stenographic transcripts or pre-trial or post-trial briefs unless the parties otherwise stipulate or the arbitrator otherwise directs. Within ten (10) days following the conclusion of the hearing, the arbitrator shall issue a written award without opinion unless the parties by Agreement request the arbitrator to issue a full written opinion.

(c) Arbitration hearings of cases which are precedent setting and do not involve discipline or discharge shall ordinarily be conducted without stenographic transcript. If one party desires a transcript, the cost of the transcript shall be borne by the party choosing to obtain the transcript, with the further understanding that a copy of the transcript will also be made available to the other party and the arbitrator. Further, a party may request that briefs be filed in such cases. In such cases where briefs are filed (unless by mutual Agreement), the losing party will pay the Arbitrator's fee in total. Within twenty (20) days following the conclusion of the hearing or the filing of briefs, the arbitrator shall issue a written opinion and award.

(d) Any compensation required to be paid to the arbitrator shall be borne equally by the parties hereto, except as stated in (c) above.

(e) Except upon stipulation of the parties, (i) continuances shall be granted only upon a demonstration of good cause, and (ii) any arbitrator fees imposed because of continuation of any hearing date shall be the sole responsibility of the party requesting such continuance.

17.5 Provision of Information:

(a) In a grievance involving discipline or discharge, the Employer shall provide the Union, prior to the Step 1 meeting, with the following information: (a) a copy of the relevant documents from the employee's personnel file (including prior disciplinary notices), (b) any witness statements, (c) all documents upon which the Employer relied in making the disciplinary decision, and (d) all relevant information requested by the Union in writing at or before the time the grievance is filed, provided that such information is reasonably available to the Employer (i.e., it may be gathered and produced by the Employer with reasonable efforts). In all cases not involving discipline or discharge, the Employer shall provide the Union, prior to the Step 1 meeting, with all relevant information requested by the Union in writing at or before the time the grievance is filed, provided that such information is reasonably available to the Employer (as defined above).

(b) Any information required to be produced under subsection (a) and reasonably available to the Employer (as defined in subsection (a)) but not provided to the Union prior to the Step 1 meeting shall not be introduced as evidence by the Employer in a subsequent arbitration of the grievance, except by mutual consent. Prior to the Step 2 mediation, the parties shall provide each other with all relevant documents which are reasonably available to the party (including those relevant documents requested by the other side). Any relevant documents which were reasonably available to the party prior to Step 2 and were not so disclosed shall not be introduced as evidence in a subsequent arbitration, except by mutual consent.

(c) With respect to all grievances, the parties, prior to the date of the arbitration hearing, shall provide to the other side all relevant documents reasonably available to them that either (i) they intend to introduce or rely upon in the arbitration hearing, or (ii) were requested by the other side, and shall be prohibited from introducing any documents in the arbitration hearing which are not so disclosed, except by mutual consent.

17.6 Employer grievances shall commence at Step 1 and proceed in accordance with the procedures set forth in this Article.

17.7 Implementation of Settlements and Awards: When a grievance is settled between the Employer and the Union, or is resolved by an Arbitrator, the settlement or award, including any monetary payment, shall be implemented within one week of the settlement or award, except where the award or agreement between the parties provides for a different time period for implementation.

17.8 Arbitrator's Authority to Restore or Preserve the Status Quo: A party who believes, reasonably and in good faith, that a violation of its rights under this Agreement has occurred, or will imminently occur, which will result in irreparable harm, may upon actual notice of two (2) calendar days to the other party, apply to an arbitrator for an order requiring that the status quo be restored or preserved until such time as the underlying grievance has been heard and decided by the arbitrator. The arbitrator authorized to hear an application for an order under this Section shall be the arbitrator who would normally hear cases on the next regularly scheduled hearing date, as provided in Article 17.4(a). The underlying grievance shall be heard by the arbitrator on the next regularly-scheduled hearing date, and such hearings shall take priority over hearings for any other cases scheduled to be heard on that date. The arbitrator shall issue an award within five (5) calendar days after the close of the hearing held under this Section.

17.9 Time limits set forth in this Article may be waived by mutual written agreement between the Employer and the Union.

17.10 Effective for instances which arise after the effective date of this Agreement, an Employer found by an arbitrator to have willfully failed to properly pay employees shall be liable to the affected employees for, in addition to the unpaid amounts, interest in the amount of ten percent (10%) per annum. It is understood that this provision shall not apply to situations where the Employer has

a good faith belief that its interpretation of the pay provision in the Agreement is correct.

ARTICLE XVIII

No Strike Provision

18.1 No Strikes; No Lockouts: Except for the failure to submit to arbitration or to comply with the decision of an arbitrator, the Employer shall not declare any lockout during the life of this Agreement and the Union shall not cause, call or ratify any strike, stoppage of work, slowdown or picketing during the life of this Agreement.

18.2 Unauthorized Strikes: In the event of any unauthorized strike, work stoppage, slowdown or picketing, the Union agrees to cooperate with the Employer in bringing the same to an end and also agrees that the Employer shall have the right to discipline any employee or employees participating herein by discharge or layoff as the Employer shall determine.

18.3 Disputes; Other Unions: In the event of any dispute between the Employer and a labor organization affiliated with the AFL-CIO, the Union reserves the right to withdraw its members.

ARTICLE XIX

Immigrant Protection

19.1 Union Notification: In the event that a post-probationary employee has a problem with his or her right to work in the United States, the Employer shall notify the Union in writing as soon as the problem is known. Upon the Union's request, the Employer shall meet with the Union to discuss the nature of the problem and see if a resolution can be reached. Whenever possible, the meeting shall take place before any action is taken by the Employer. In the event that the Employer is served with an INS warrant, the Employer will promptly notify the Union.

19.2 Unpaid Leave: Upon request, employees shall be released for a total of five (5) unpaid working days in order to attend Bureau of Citizenship and Immigration Services (BCIS) proceedings and any related matters for the employee only. The Employer may request verification of such absence.

19.3 Reinstatement:

(a) A post-probationary employee who is not authorized to work in the United States and whose employment has been terminated for this reason shall be immediately reinstated to his or her former classification without loss of prior seniority provided the employee produces proper work authorization within twelve (12) months of the date of termination. Employees shall not accrue vacation or other benefits during such absence.

(b) If the employee needs additional time, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without retaining seniority, upon the former employee providing proper work authorization within a maximum of twelve (12) additional months from the date the employee notifies the Employer that he or she needs additional time. The parties agree that the employee would be subject to a probationary period upon rehire in such event.

ARTICLE XX

Workplace Dignity, Provision of Supplies, Workload

20.1 Workplace Dignity: The Union and the Employer recognize that workers in the hospitality industry are professional employees deserving of the highest regard. The parties agree that the continued success and operation of the Employer's establishment is dependent upon their mutual respect for one another's work. The Union, the Employer, the nonunion and union employees will work together to honor the principles of respect and dignity. To that end, the Employer, through its agents, managers, or supervisors, shall not abuse or harass any employee.

20.2 Provision of Supplies: The Employer will make a good faith effort to provide employees with necessary supplies and equipment for the timely, safe, efficient and effective performance of their duties. Employees will notify their supervisor promptly when they perceive a shortage of necessary supplies or equipment. In response to such reports, the Employer will take reasonable steps to address such shortages.

20.3. Workload:

(a) Employees shall not be assigned an unreasonable workload, recognizing that certain situations or emergencies may require reasonable extra efforts in order to maintain the proper level of guest service. Incidental changes in duties or modifications of an employee's assigned duties shall not be evidence of an unreasonable workload.

(b) If an Employer makes changes which result in a significant increase in the workload of employees in any classification during the term of this Agreement, the Employer will advise the Union of the changes and will discuss the workload increase and whether a modification in workload, compensation or other accommodation or recognition is appropriate.

(c) If the Union believes that the workload is unreasonable, it may submit the issue to expedited arbitration; provided, however, that nothing herein shall prevent the hotel from instituting the change. In determining whether an increase in the workload is unreasonable, the arbitrator shall determine whether employees in the classification can reasonably complete their duties within the normal shift with reasonable effort and efficiency.

(d) In determining whether an increase in the workload is unreasonable, and, if so, what remedy is warranted, the arbitrator shall consider objective factors, including, but not limited to: (1) the current workload in effect; (2) whether the workload has decreased due to contemporaneous or past changes; (3) the amount of time required to perform the additional duties; and (4) whether the

additional work is more physically demanding. The Union shall not be restricted from claiming that the cumulative effect of changes in job duties has resulted in an unreasonable workload that warrants accommodation under this section. The Union shall have the burden of proof.

(e) Nothing in this Article limits the Union from availing itself of any other rights or remedies provided under this Agreement.

ARTICLE XXI

Savings Provision

21.1 If any provision of this Agreement or part thereof is found to be invalid or unenforceable by a body of competent jurisdiction, the parties shall meet to agree to new terms that most closely effectuate the intent of the parties in drafting the language found to be invalid or unenforceable.

ARTICLE XXII
Tenure

22.1 Term of Agreement: This Agreement shall be effective commencing the 15th day of January, 2005, to and including the 15th day of September, 2007.

IN WITNESS WHEREOF, the parties hereto, duly authorized, have hereunto affixed their hands and seals the day and year first above written.

UNITE HERE LOCAL 25, of WASHINGTON, D.C.
of the UNITE HERE INTERNATIONAL

By: _____
John A. Boardman
Executive Secretary-Treasurer

CORPORATION
t/a HOTEL

By: _____
General Manager

By: _____

SCHEDULE "B"

			Effective		
Steady Banquet Captains and Hostesses:	9/16/04	9/16/05	3/16/06	9/16/06	3/16/07
(40 hours—5 day week):	\$542.80	\$550.80	\$558.80	\$566.80	\$574.80

**Extra Banquet Captains and Hostesses, and
Waiters and Waitresses Performing the duties
of Extra Banquet Captains and Hostesses:**

			Effective		
	9/16/04	9/16/05	3/16/06	9/16/06	3/16/07
Breakfast and Luncheon (including buffet)	\$21.96	\$22.26	\$22.56	\$22.86	\$23.16
Dinner (including buffet)	\$22.96	\$23.25	\$23.56	\$23.86	\$24.16
Reception, Cash Bar or Dance (with or without hors d'oeuvres)	The rate shall be at the applicable rate for breakfast, luncheon or dinner, depending upon the time of day.				
Additional time (per hour or fraction thereof)	\$7.35	\$7.45	\$7.55	\$7.65	\$7.75

			Effective		
Banquet Waiters and Waitresses:	9/16/04	9/16/05	3/16/06	9/16/06	3/16/07
Breakfast and Luncheon (including buffet)	\$18.96	\$19.25	\$19.56	\$19.86	\$20.16
EXTRA rate	\$16.76	\$17.06	\$17.36	\$17.66	\$17.96
Dinner (including buffet)	\$20.46	\$20.75	\$21.06	\$21.36	\$21.66
EXTRA rate	\$18.26	\$18.55	\$18.86	\$19.16	\$19.46

Reception, Cash Bar or Dance
(with or without hors d'oeuvres)

The rate shall be at the applicable rate for breakfast,
luncheon or dinner, depending upon the time of day.

A La Carte Dances	\$20.96	\$21.26	\$21.56	\$21.86	\$22.16
EXTRA rate	\$18.76	\$19.06	\$19.36	\$19.66	\$19.96
Additional time (per hour or fraction thereof)	\$7.30	\$7.40	\$7.50	\$7.60	\$7.70
EXTRA rate	\$6.85	\$6.95	\$7.05	\$7.15	\$7.25

	Effective				
Extra Banquet Bartenders:	9/16/04	9/16/05	3/16/06	9/16/06	3/16/07
3 hours or less—Luncheon	\$31.51	\$31.81	\$32.11	\$32.41	\$32.71
3 hours or less—Dinner	\$32.51	\$32.81	\$33.11	\$33.41	\$33.71
Additional time – pro rata (per hour or fraction thereof)					
Luncheon	\$10.50	\$10.60	\$10.70	\$10.80	\$10.90
Dinner	\$10.83	\$10.93	\$11.03	\$11.13	\$11.23
Extra Banquet Carvers (Chefs):					
Buffets or parties—four (4) hours or less	\$36.56	\$36.86	\$37.16	\$37.46	\$37.76
Additional time (per hour or fraction thereof)	\$8.93	\$9.03	\$9.13	\$9.23	\$9.33

Gratuities on cash bars shall be based on gross beverage receipts, less tax and gratuity.

B.1. Set-up and Clean-up (Waiters and Waitresses)

Banquet waiters or waitresses setting up or cleaning up or additional time, \$7.05 per hour or fraction thereof. Additional time to be increased as follows: Effective September 16, 2004 - \$7.30 per hour or fraction thereof; effective September 16, 2005 - \$7.40 per hour or fraction thereof; effective March 16, 2006 - \$7.50 per hour or fraction thereof and effective September 16, 2006 - \$7.60 per hour or fraction thereof; effective March 16, 2007 - \$7.70 per hour or fraction thereof. Additional time is the time spent on a function in excess of the maximum function time provided for herein. The maximum number of set-up and clean-up covers shall be fifty (50) covers per waiter and waitress.

B.2. Meals for Banquet Personnel: All Extra banquet waiters/waitresses and anyone setting up and/or cleaning up shall receive one meal for each function worked.

B.3. Individual Set-up and Clean-up Rate: Individual setting up or cleaning up within a three (3) hour period—\$1.80 per station.

B.4. French Service: When a waiter or waitress is required to serve a party with French service, he shall be compensated at an additional \$.50 per cover. French service shall be defined as service where the fish course or the main entree is not plated. The hotels have the right to reprimand any waiter or waitress who cannot perform French service and inform the Union in writing so that such waiters or waitresses shall be removed from the French service list.

B.5. Steady Employees Working Function on House Time: A steady employee required to work private affairs or banquets on house time shall be paid \$.50 less than an extra employee for breakfast, luncheon functions (including buffet, reception, cash bar and dance); \$1.00 less than an extra employee for civic luncheons (including buffet) not to go over 1:00 p.m., and \$1.00 less than extra employees for a dinner function (including buffet, receptions, cash bar and dance) irrespective of time consumed.

B.6. Increased Work for Cooks: On occasions where banquet parties or American Plan parties substantially increase the amount of work for cooks, an extra cook or cooks shall be employed; provided that this shall not preclude the hotel from using regular cooks overtime or on their day off. Extra cooks shall be paid one and one-third (1-1/3) times the regular hourly rate of pay provided for the classification for which said extra cooks were hired.

B.7. Definition "Dinner" Functions: Any function commencing from 3:30 p.m. to 5:00 a.m. Monday through Saturday is a dinner function. Any function commencing from 1:00 p.m. Sunday to 5:00 a.m. Monday is a dinner function. This rule will be uniform in all hotels, and various times now in effect shall be modified to conform with this paragraph.

B.8. Dances: No additional function rate for a reception, cash bar or dance (except dinner dance as herein provided) in connection with a breakfast, luncheon or dinner function. No additional dance function rate (except dinner dance as herein provided) in connection with a breakfast, luncheon, dinner, reception and/or cash bar. At a dinner dance in connection with a food function where dancing occurs during the food service, the waiters working the said function shall receive \$1.00 in addition to the applicable function rate. A dance in connection with a food function where dancing occurs after the service of food is completed only, those waiters remaining for the dance shall receive \$1.00 in addition to the applicable function rate. The \$1.00 differential herein provided for shall be paid only once in the event that dancing occurs during and after food service and a waiter remains for the entire function. This rule will be uniform in all hotels and various rates now in effect shall be modified to conform to this procedure; provided, however, in those hotels where the present practice for paying functions is more favorable to the employee than this provision such more favorable practice shall continue.

B.9. Allocation of Gratuities: Where beverages are served to a guest by a bartender and if a gratuity is charged, each bartender staffing said bar shall receive one waiter's share of the gratuity on the beverages only. Provided, however, this provision shall in no manner be construed so as to entitle the waiters working the function to cease to perform any duty heretofore performed by them in connection with such function.

B.10. Duration of Functions: All function rates are for three (3) hours or less.

B.11. Coffee Breaks: A banquet waiter or waitress shall be paid the applicable function rate plus gratuity to serve a coffee break. This rule will be uniform in all hotels and various rates now in effect shall be modified to conform with this procedure. Hotels paying steady banquet waiters or waitresses a base pay shall be entitled to the function rate deduction established for breakfast, luncheon, dinner, etc.

B.12. Maximum Covers:

- | | |
|-----------------------|-----------------------------------|
| Breakfast or luncheon | —*16 (\$40 each additional cover) |
| Dinner or supper | —*15 (\$55 each additional cover) |
| Buffets | —*50 (\$55 each additional cover) |

(On buffets, the 50 cover maximum shall be based on the total number of waiters working that function).

*With three (3) fewer covers if served on balcony only.

Dance:

- a) With the pre-arranged liquor—100 covers per waiter (\$.50 each additional cover)
- b) Cash bar—no more than 100 covers per waiter (\$.50 each additional cover)
- c) A La Carte—no more than 50 covers per waiter (\$.50 each additional cover)

When waiter/waitress is assigned and serves any additional covers in excess of the maximum, the gratuity paid such

waiter/waitress shall be pro-rated to include such additional cover or covers.

B.13. Coffee Break Rates (Room Service): Coffee breaks to be paid as follows: room service waiters handling coffee breaks in banquet rooms or in regular rooms which have been converted into meeting rooms:

For under 10 persons	-16% gratuity
For 21-35 persons	-\$2.00 plus 16% gratuity
For 36-50 persons	-\$4.00 plus 16% gratuity
For 51 or more persons	-applicable function rate

(a) Where a waiter serves more than one room at one time and the total number of persons in all rooms is in excess of 50, the applicable function rate will be paid.

(b) When a banquet waiter is not available to serve coffee breaks of 51 persons or more, a room service waiter may serve such coffee breaks and shall be paid the applicable function rate less the rate deduction for breakfast, lunch and dinner where appropriate.

B.14. Supply of Linens: Linens which are to be used in major function rooms shall be placed in the vicinity of major function rooms for the waiters/waitresses.

B.15. Time Records (Extra Employees): The Employer shall have a time book or a time clock available for extra banquet waiters/waitresses in the banquet area.

B.16. Maintenance of Records: The Employer shall keep accurate payroll records of extra covers, overtime, clean-up and set-up hours worked by steady and Extra banquet waiters/waitresses.

B.17. Dismissal of Extras: No Extra banquet waiters/waitresses shall be dismissed from a banquet function without notifying the extra board shop steward at the time of the dismissal, provided that the Union has advised the Employer in writing of the identity of the extra board shop steward.

B.18. Vacancies: When a vacancy in the banquet department cannot be filled from among the waiters or waitresses in the hotel the Employer shall give the Extra banquet waiters/waitresses an opportunity to fill such vacancy.

B.19. Simultaneous Beverage Service (Gratuities): Where beverage service takes place in the same room at the same time as the food function, all waiters and waitresses working the room shall receive an equal share of the gratuity.

B.20. Menu Price Schedule: On any function where the price is inclusive, the price of the food and the price of the drinks shall be shown separately on the posted menu, and if that is not possible then the price of the food and drinks may be shown together, but exclusive of the price of any other item, i.e., flowers, etc.

B.21. Carving at Buffets: At buffets, meats shall be carved by cooks only.

B.22. Required Equipment: All waiters and waitresses shall be required to carry corkscrews, and the hotel will provide pads and pencils.

B.23. Scope of Duties: Food and drink for banquets shall be served by waiters and waitresses only; food for banquets shall be dished out by cooks, and cooks' helpers only; provided, however, at buffets, food may be dished out as well as served by waiters and waitresses. At parties, banquets, receptions and dances where a bar, or other facility used as a bar, is set up, only bartenders shall be permitted to work such bar or facility while said party, dance or reception lasts, or until the bar is closed unless no bartenders are available.

B.24. "Passing the Plate"; Gratuities: Banquet waiters and waitresses shall be permitted to pass a plate unless the party booking said party guarantees a gratuity amounting to sixteen percent (16%) of the cost of the meal, including food and drink. In the event of such guarantee, no plate shall be passed. Nineteen

percent (19%) of the gratuity shall be retained by the officers in charge, including captains, and eighty-one percent (81%) shall be sent to the Union to be divided equally among the other employees serving the banquet.

B.25. Payment of Wages and Gratuities: All wages and gratuities for banquets and American Plan parties shall be paid weekly to the Union accompanied by a copy of the function sheets, with a breakdown of the amount of gratuity for each employee serving each function, with the amount of gratuity on food and the amount of gratuity on drinks shown separately, and with the guaranteed number of persons and the amount charged for gratuity if the Employer is guaranteed a minimum number of persons for a banquet or American Plan party and less than the guaranteed minimum is actually paid for, the gratuity shall be based on the amount actually charged. The Employer shall provide the Union with this information in accordance with Section 1.4(b). Gratuities may be paid by a single check, but individual wages must be paid by separate checks. It is understood, however, that those hotels which pay immediately upon completion of the work may at their option continue to do so, but must nevertheless furnish the function sheets each week to the Union.

B.26. Provision of Food or Beverages by Hotel or Guest: Where the guest or management furnished all or part of the food or drinks at any function, the gratuity paid to waiters, waitresses and bartenders shall be figured on the basis of the Employer's normal price for such food and drinks.

B.27. Qualification for Gratuities: In order to share in the gratuity for a function, the banquet waiter or waitress must be assigned to a station and physically work in said station.

B.28. Locker Facilities: Extra banquet employees may use existing, unused locker facilities on an "as available" basis. Nothing herein shall be construed to require the purchase by the Employer of such locker facilities.

SIDE LETTER PROVISIONS

1. The Employer must provide adequate fans when requested by the Union in areas where heat is excessive, and in such areas employees shall be allowed to take reasonable breaks in a cool area.

2. There shall be no reduction in current practices regarding payment of gratuities for complimentary items delivered through room service.

3. Where the Union believes that the gratuity for delivery of complimentary items by room service waiters/waitresses is inadequate, upon the Union's request within a reasonable period of time after the effective date of this Agreement, the Employer and the Union shall meet to try to reach Agreement on an increased gratuity. If the parties are unable to reach Agreement, the Union has the right to submit the issue to binding interest arbitration before arbitrator Richard Bloch. It is understood that the arbitrator may establish non-uniform rates that will apply on a hotel-by-hotel basis.

4. The Employers shall provide side letters stating that they shall continue their present practice or will institute their agreed upon practice with respect to stating in bold face type "Gratuity Not Included" on guest checks or room service menus.

5. For purposes of Section 1.8 of the Agreement, the term "Sexual Preference" refers to gay persons.

6. Should any hotel listed below that is a signatory to a Hotel and Restaurant Employees Local 25 Agreement or any Hotel Association of Washington, DC Bargaining Group hotel receive a more favorable provision with respect to wages, benefits or contract language, than that given to the Hotel Association Group, the Union shall advise the Association and the Association may choose to adopt that benefit or language.

This provision does not apply to any more favorable provision agreed to if the hotel, at the time the more favorable provision is agreed to for that hotel, has pending in any bankruptcy court a voluntary or involuntary bankruptcy petition.

Hay Adams
Holiday Inn - Georgetown
Madison Hotel
Monticello Hotel
Mandarin Oriental (after expiration
of existing contract)

Phoenix Park
Sheraton Four Points
St. Regis
Washington Court
Watergate Hotel

Newly organized hotels in the District of Columbia in their second contract.

7. The Employer will continue its present practice regarding the posting of Union notices and will not censor notices related to Union business.

8. It is not the intention of the Employer to fire employees because of their age. Where performance problems arise with such employees, those problems shall be examined on a case-by-case basis.

9. For those Employers who pay on Fridays before 2:00 p.m., if pay discrepancies are brought to the Employer's attention by 3:00 p.m., and if payment is requested, the Employer will rectify the discrepancy and pay the employee by the close of business. For those Employers who pay on Friday between 2:00 p.m. and the close of business, if pay discrepancies are brought to the Employer's attention before the close of business and if payment is requested, the Employer will rectify the discrepancy and pay the employee by the close of business.

10. In the event the Employer concludes that a bidder for a vacant position having the longest period of continuous service is not qualified because of the absence of English language or math skills sufficient to perform the duties of the position and the Union disputes that conclusion, the bidder may be given a test to determine his skills for that position. Where the test is unilaterally adopted by the Employer, the Union shall have the right to grieve the validity of the test, i.e., whether the test accurately measures whether the employee has English language or math skills sufficient to perform the duties of the position. If the arbitrator rules that the

test is invalid, the most senior employee denied the position based on the test shall be awarded the position. If the test is agreed upon by the Union's designated representative and the Employer prior to its administration, the test will be deemed valid.

11. An employee who has been transferred or promoted to a position outside the bargaining unit shall have the opportunity to return to his or her original classification within 30 days of the transfer with no break or loss in seniority.

12. The Union agrees to negotiate regarding job combination issues and/or rates should they arise at individual hotels.

13. If the Employer has in the past, or desires in the future, to provide guest rooms for time between shifts to employees who are scheduled back-to-back, the Employer may continue to do so, within the Employer's sole discretion.

14. The parties agree to form a joint committee to review the Employer's compliance with OSHA regulations concerning blood borne pathogens.

15. Where tour groups refuse to pay the tour group rate, the Union agrees to discuss the issue with management and the affected employees and attempt to make adjustments.

16. The parties agree to provide "domestic partner" health insurance coverage under Section 14.1 (a) effective June 1, 2002. For purposes of such coverage, "domestic partners" are persons of the same sex at least eighteen (18) years of age and not married to any other person, in a committed relationship intended to be of indefinite duration, who reside together and are jointly responsible for each other's common welfare and the sharing of financial obligations. Coverage, upon the same terms and at the same cost as provided to spouses, shall be provided upon execution by both domestic partners of a statement that they meet the criteria set forth above, and upon receipt of reasonable documentation. For purposes of this section, reasonable documentation requires no more than provision of one of the following items: a joint lease or mortgage obligation; a joint deed of ownership for real property; proof of

shared residence and a joint bank account, or investment account, credit account; or a similar item showing shared residence and shared financial obligations.

17. The Employer agrees that the Union may solicit voluntary contributions to the Union's political action committee ("PAC"). The Employer shall provide for payroll deduction of PAC contributions for those employees who execute and submit to the Employer a written authorization for such deductions in the following form:

I hereby authorize my employer to deduct from my pay the sum of \$_____ per pay period and to forward that amount as my voluntary contribution to the UNITE HERE International Union T.I.P. (To Insure Progress) Political Committee, 1775 K Street, NW, Suite 620, Washington, DC 20006.

My decision to participate in the UNITE HERE T.I.P. Political Program is a voluntary one and I understand that I am under no compulsion to contribute to it, since such contributions are neither a condition of my employment or membership in the Union. I also understand that this authorization may be revoked by me at any time and that it is automatically revoked upon termination of my employment."

The PAC deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed PAC deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the UNITE HERE T.I.P. at the address listed above, accompanied by a form stating the name and Social Security Number of each employee for whom a deduction has been made, and the amount deducted.

The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other terms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll authorization cards submitted to the Employer.

The parties agree that the foregoing provisions shall remain in full force and effect in the event that the name of the Union's PAC changes.

18. The Employer agrees that consistent with applicable law the 401(k) plan may be modified to permit participation of employees who are members of a local union affiliated with UNITE HERE International Union, but who are not members of Local 25 covered by this Agreement. The parties agree that the Employer will not be responsible for any additional administrative costs associated with the addition of such employees.

19. With respect to tipped employees including steady banquet waiters and waitresses, the Employer agrees, to the extent permitted by applicable law and employee checkoff authorization, to deduct Union dues and initiation fees from the tipped employee's earned vacation. Such deductions shall be made on a monthly basis consistent with Sections 1.6 and 1.7 of the Agreement.

20. Consistent with applicable law, the Employer will use its best efforts to submit duly authorized dues and fees to the Union in accordance with the Union's monthly invoice in a timely manner. The Employer agrees to meet with the Union to establish and/or improve procedures to ensure that new employees are provided authorization cards and duly authorized moneys are deducted in accordance with Sections 1.6 and 1.7 of the Agreement. The Employer agrees to periodic audits of its Union dues checkoff, deduction and submission; such audits shall only be performed at the same time and in conjunction with a Health & Welfare Fund audit of the Employer.

- a) Except by mutual agreement of the parties, in the event the Employer fails to deduct or submit timely the dues or fees invoiced monthly then the Union shall be entitled to interest in the amount of prime plus two percent on all outstanding balances from the first day of the month following the submission due date; provided that if the Employer makes

such payment to the Union within ten (10) calendar days of the submission due date, the Employer will not be responsible for any interest on such outstanding balances. The Employer will be permitted the above-described ten-day grace period no more than three (3) months in any twelve (12) month period.

- b) In the event the Employer fails to deduct dues from the an employee due solely to the Employer's failure to deduct according to monthly invoicing and that employee experiences a termination of employment with the Employer before any properly invoiced deductions are made, the Employer shall be responsible for all dues and/or fees which were properly invoiced and remain owed to the Union plus interest as outlined above.
- c) Except due to an emergency or by mutual agreement, in the event that the Employer is notified by the Union for three (3) consecutive months via monthly invoice of a specified amount of back dues and/or fees properly owed by an employee ("back dues") and the Employer fails to deduct or submit such back dues on or before three months following the initial due date of such back dues, the Employer will be required to pay twenty-five percent (25%) of the back dues to the Union plus interest as set forth in subparagraph (a) above.
- d) The parties agree that subparagraphs. (a) and (c) are designed to remedy and deter those properties which fail to comply with the checkoff and dues submission provisions of the Agreement. The parties agree that subparagraphs (a) and (c) are not intended to penalize those properties with a history of good faith compliance with the checkoff and dues submission provisions; Provided, however, that it is the Union's sole prerogative as to whether to enforce or to waive any instance of non-compliance with such provisions. The Union's decision not to enforce any of the above provisions including its right to interest shall not constitute a waiver of the Union's right to enforce any such provision in the future.

21. This letter confirms the parties' understanding that each hotel may adhere to its practices (existing as of September 15, 2004) regarding the tasks performed by the supervisory or managerial employee excluded pursuant to Article 1.5(b). It is further understood by the parties that no such excluded employee shall perform the work of a classification if all employees in that classification are on layoff.

22. Employees shall not be required to be ready to punch in prior to their scheduling starting times. Time clocks or recordation devices will be maintained in locations convenient for employees to punch in and out. Within six (6) months of the effective date of this Agreement (January 15, 2005), the Union will identify those situations in which it believes additional time clocks or recordation devices are needed due to excessive travel time or inconvenient location and the Hotel and Union will work together to address and resolve such situations.

23. With regard to Section 2.2, the inclusion of hourly wage rates for each classification (in addition to the weekly wage rates) in the wage schedules is for the convenience of the Employers, the Union, and employees; and is not intended to change in any way the meaning of any provision of this Agreement.

24. For grievances filed before July 15, 2005, the parties shall continue to use the grievance and arbitration procedures set forth in the 2001-2004 Agreement. Grievances filed on or after July 15, 2005 shall be processed in accordance with Article 17 of this Agreement. The parties agree to meet promptly after ratification of this Agreement to select an arbitrator to replace William Edgett on the permanent panel, and to select a mediator to handle Step 2 mediations. It is understood, however, that Sections 17.8 (Arbitrator's Ability to Preserve the Status Quo) and 17.10 (Remedies for Willful Nonpayment of Wages) of this Agreement shall be effective as of January 15, 2005.

EXHIBIT "A"

Best Western Capitol Skyline
Capital Hilton
Hilton Washington Embassy Row
Hilton Washington & Towers
Holiday Inn - Downtown
Holiday Inn on the Hill
Hotel Washington
Hyatt Regency of Washington
Jefferson Hotel
Loews L'Enfant Plaza
Marriott Wardman Park
Renaissance Mayflower Hotel
Omni Shoreham
Westin Embassy Row

EXHIBIT "B"

November 6, 1985

Glenn Corsini
Personnel Director
Hyatt Regency Hotel
400 New Jersey Avenue, N.W.
Washington, D.C. 20001

Re: Article 3.4 Work Day Schedules (Spread of Hours)

Dear Glenn:

The following should once and for all clear up the confusion surrounding which classifications fall under which spread of hours.

- (A) Full-time employees:
 - All food and beverage employees except those listed below in (C)
- (B) Non-tipped service employees:
 - All non-food and beverage employees, except bellstand employees, except where the bellstand has a precedent for less hours
- (C) Full-time food service employees:
 - Waiters, waitresses, busepersons, captains and hostesses

I hope this will resolve this matter

Sincerely,

\Signed JAB\

John A Boardman Business Agent
JAB/bp

cc Peter Chatilovicz, Esquire

EXHIBIT "C"

In a layoff the employee with the least classification seniority is laid off first. He can then bump into a previously held classification based on classification seniority which is counted from the employee's entry date into the classification. An employee continues to accrue classification seniority even after he transfers into a new classification. If there is no employee with less classification seniority in the previously held classification, the employee is laid off even if he has greater house seniority than someone in his current classification. The same is true for recall.

Examples:

I. Employee A:

Busboy - 1/80;

Room Service Waiter - 1/82;

Waiter - 1/83

Employee B:

Room Service Waiter - 1/81.

Employee A is laid-off as a waiter. In seeking to bump into a previously held classification, he may not bump employee B in room service because employee B has more room service classification seniority. Employee A may bump any busboy who is hired after 1/80.

II. Employee A:

Waiter - 1/82;

Room Service Waiter - 1/85

Employee B:

Waiter - 1/84.

Both employees are laid off, and employee A is unable to bump into a waiter position. When recalling, employee A is recalled first, because he has greater classification seniority.

Purposes of determining layoffs and recall, room service waiter and other waiters are separate classifications.

DINING ROOM RATES

DINING ROOM EMPLOYEES	Effective Dates				
	9/16/04	9/16/05	3/16/06	9/16/06	3/16/07
WAITERS/ WAITRESSES	\$290.00	\$294.00	\$298.00	\$302.00	\$306.00
STEADY ONE MEAL					
3 HOURS OR LESS	\$145.00	\$147.00	\$149.00	\$151.00	\$153.00
4 HOURS OR LESS	\$193.33	\$196.00	\$198.66	\$201.33	\$203.99
EXTRA DAILY					
3 HOURS OR LESS	\$29.00	\$29.40	\$29.80	\$30.20	\$30.60
6 HOURS OR LESS	\$58.00	\$58.80	\$59.60	\$60.40	\$61.20
8 HOURS OR LESS	\$77.33	\$78.40	\$79.46	\$80.53	\$81.60
ROOM SERVICE	\$296.00	\$300.00	\$304.00	\$308.00	\$312.00
3 HOURS OR LESS	\$148.00	\$150.00	\$152.00	\$154.00	\$156.00
4 HOURS OR LESS	\$197.33	\$200.00	\$202.66	\$205.33	\$207.99

BUS EMPLOYEES	\$429.80	\$435.80	\$441.80	\$447.80	\$453.80
STEADY ONE MEAL					
4 HOURS OR LESS	\$286.53	\$290.53	\$294.53	\$298.53	\$302.53
EXTRA DAILY					
3 HOURS OR LESS	\$42.98	\$43.58	\$44.18	\$44.78	\$45.38
8 HOURS OR LESS	\$114.61	\$116.21	\$117.81	\$119.41	\$121.01
ROOM SERVICE	\$435.80	\$441.80	\$447.80	\$453.80	\$459.80
4 HOURS OR LESS	\$290.53	\$294.53	\$298.53	\$302.53	\$306.53
 CAPTAINS/HOSTESSES	 \$567.80	 \$575.80	 \$583.80	 \$591.80	 \$599.80
EXTRA DAILY					
3 HOURS OR LESS	\$56.78	\$57.58	\$58.38	\$59.18	\$59.98
6 HOURS OR LESS	\$113.56	\$115.16	\$116.76	\$118.36	\$119.96
8 HOURS OR LESS	\$151.41	\$153.54	\$155.68	\$157.81	\$159.94
BANQUET	\$542.80	\$550.80	\$558.80	\$566.80	\$574.80

